

# ***CITY COUNCIL***

## ***Meeting Agenda***

***REGULAR MEETING***  
***2013***  
***COUNCIL CHAMBERS***

***MONDAY, JUNE 24,***  
***7:00 P.M.***

*The Regular Meetings of City Council are filmed and can be viewed LIVE while the meeting is taking place or at your convenience at any time after the meeting on the City's website at [www.ReadingPa.gov](http://www.ReadingPa.gov), under Info and Downloads/Meetings and Agenda.*

*All electronic recording devices must be located behind the podium area in Council Chambers and located at the entry door in all other meeting rooms and offices, as per Bill No. 27-2012.*

### **1. OPENING MATTERS**

#### **A. CALL TO ORDER**

**B. INVOCATION:** Pastor Dewayne Messenger of All Soul's Church

#### **C. PLEDGE OF ALLEGIANCE**

#### **D. ROLL CALL**

### **2. PROCLAMATIONS AND PRESENTATIONS**

Council Recognition Certificates to City of Reading students who won scholarships from the Reading Music Foundation:

- Alexandra Vargas
- Isabelle Bender
- Giovanni Nieves
- Soleil Torres

### **3. PUBLIC COMMENT – AGENDA MATTERS:**

*Citizens have the opportunity to address the Council, by registering with the City Clerk by 5 pm on the day of the scheduled Council meeting. All remarks must be directed to Council as a body and not to any individual Council member or public or elected official in attendance. Any person making personally offensive or impertinent remarks or any person becoming unruly while addressing Council may be called to order by the Presiding*

Officer and may be barred from speaking before Council, unless permission to continue speaking is granted by the majority vote of Council.

All comments by the public shall be made from the speaker's podium. Citizens attending the meeting may not cross into the area beyond the podium. Any materials to be distributed to Council must be given to the City Clerk before the meeting is called to order.

Those commenting on agenda business shall speak at the beginning of the meeting and shall limit their remarks to 5 minutes. Those commenting on general matters shall speak after the legislative business is concluded and shall limit their remarks to 3 minutes. No comments shall be made from any other location except the podium, and anyone making "out of order" comments may be subject to removal. There will be no demonstration at the conclusion of anyone's remarks. Citizens may not ask questions of Council members or other elected or public officials in attendance.

#### **4. APPROVAL OF AGENDA**

**A. MINUTES:** Regular Meeting of June 10, 2013 (PAGE 4)

**B. AGENDA:** Regular Meeting of June 24, 2013

#### **5. Consent Agenda Legislation**

**A. Resolution** - promoting David Ciabattone from the rank of Paramedic/Firefighter to Lieutenant in the Fire Department, effective immediately (Fire/ Council Staff) (PAGE 13)

**B. Resolution** – Authorizing an amendment to the CDBG Action Plan in the amount of \$55,000 for the purchase of protective fire equipment (CD & Fire) (PAGE 14)

**C. Resolution** – authorizing an amendment to the CDBG Action Plan to expand the Community Policing area to the downtown Census Tract - Block Groups 1-5, 3-1, 3-2, 7-1, 7-2, 7-3, 8-1, 11-2, 11-3, 13-1, 13-2, 15-2, 16-2, 18-1, 19-1, 25-1, 25-3 to the program's service area (Police) (PAGE 17)

**D. Resolution** – ratifying the FOP Lodge #9 Collective Bargaining Agreement, effective Jan 1, 2012 – Dec 31, 2016 (HR) (PAGE 19)

#### **6. ADMINISTRATIVE REPORT**

#### **7. REPORT FROM OFFICE OF THE AUDITOR**

#### **8. REPORT FROM DEPT. DIRECTORS, BOARDS, AUTHORITIES, & COMMISSIONS**

None

#### **9. ORDINANCES FOR FINAL PASSAGE**

**A. Bill No. 30-2013** - Authorizing the execution of a Lease Agreement between the City of Reading and WFMZ for the Lease of a Portion of the “WEEU Building” for the installation of a transmitter on the existing Tower **(Law) Note: Ineligible for enactment until the June 24<sup>th</sup> meeting due to the Charter required 14 day lay over period (PAGE 73)**

## **10. INTRODUCTION OF NEW ORDINANCES**

**A. Ordinance** - authorizing the amendment of the Park and Recreation Fees as recommended by the Rec Commission (Bus Analyst) (PAGE 79)

**B. Ordinance** - authorizing the transfer of \$20,000 from the General Fund Contingency account to a Charter Review Commission line item for support of the Charter Review Commission (Auditor) (PAGE 83)

**C. Ordinance** – vacating a portion of Moss Street, as described in Exhibit A and removing this portion of Moss St from the City’s topographical map (Law) (PAGE 84)

**C. Ordinance** – amending Chapter 1, Part 7 Fire Escrow Proceeds, of the Codified Ordinances by adding requirements regarding the rehabilitation or demolition of fire damaged properties and renumbering as required (Fire Escrow Work Group/Council Staff) (PAGE 86)

## **11. RESOLUTIONS**

## **12. PUBLIC COMMENT – GENERAL MATTERS**

*Please see public speaking rules on first page*

## **13. COUNCIL BUSINESS / COMMENTS**

## **14. COUNCIL MEETING SCHEDULE**

### **Monday, June 17<sup>th</sup>**

*Finance Committee – Council Office - 5 pm*

*Strategic Planning Committee – Council Office – 6 pm*

### **Monday, June 24<sup>th</sup>**

*Committee of the Whole – Council Office – 5 pm*

*Regular Meeting – Council Chambers – 7 pm*

### **Monday, July 1<sup>st</sup>**

*Special Meeting re Adoption of Personnel Hearing Decision – 5 pm Council Chambers*

*Standards of Living Committee – Council Office – 5:15 pm*  
*Economic Development Committee – Council Office – 6:30 pm*

**Monday, July 8<sup>th</sup>**

*Committee of the Whole – Council Office – 5 pm*  
*Regular Meeting – Council Chambers – 7 pm*

**15. BAC AND COMMUNITY GROUP MEETING SCHEDULE**

**Monday, June 10<sup>th</sup>**

*Fire Civil Service Board – Penn Room – 4 pm*  
*6<sup>th</sup> & Amity Playground & Neighborhood Assn – 6<sup>th</sup> & Amity Fieldhouse – 6:30 pm*

**Tuesday, June 11<sup>th</sup>**

*Water Authority Workshop – Water Authority Office – 4 pm*  
*District 11 Crime Watch – Orthodox Presbyterian Church – 7 pm*

**Wednesday, June 12<sup>th</sup>**

*Zoning Hearing Board – 5:30 pm – Council Chambers*

**Thursday, June 13<sup>th</sup>**

*Police Pension Board – Penn Room – 10:30 am*

**Monday, June 17<sup>th</sup>**

*Library Board – 113 S 4<sup>th</sup> St – 4 pm*

**Tuesday, June 18<sup>th</sup>**

*Charter Board – Penn Room – 7 pm*  
*HARB – Planning Conference Room – 7 pm*

**Wednesday, June 19<sup>th</sup>**

*Redevelopment Authority – Redevelopment Authority Office – 5:30 pm*  
*Officers & Employees Pension Board – Penn Room – 1:30 pm*

**Thursday, June 20<sup>th</sup>**

*Blighted Property Review Committee – 6 pm Council Chambers*

**Friday, June 21<sup>st</sup>**

*Fire Pension Board – Penn Room – 10:00 am*

**Monday, June 24<sup>th</sup>**

DID Authority – 645 Penn St 5<sup>th</sup> Floor – 12 pm

**Tuesday, June 25<sup>th</sup>**

Housing Authority Workshop – WC Building – 4 pm

Housing Authority – WC Building – 5 pm

Environmental Advisory Council – Council Office – 5 pm

Planning Commission – Penn Room – 7 pm

Penns Commons Neighborhood Group – Penns Commons Meeting Room – 7 pm

**Wednesday, June 26<sup>th</sup>**

Human Relations Commission – Penn Room – 5:30 pm

Parking Authority – Parking Authority Office – 5:30 pm

Stadium Commission – Stadium RBI Room – 7:30 pm

**Thursday, June 27<sup>th</sup>**

Water Authority Regular Meeting – 4 pm

**City of Reading City Council  
Regular Business Meeting  
Tuesday, May 28, 2013**

Council President Francis G. Acosta called the meeting to order.

The invocation was given by Pastor Jack Williams from the First Century Worship Center.

All present pledged to the flag.

**ATTENDANCE**

Council President Acosta  
Councilor Corcoran, District 1  
Councilor Goodman-Hinnershitz, District 2  
Councilor Sterner, District 3  
Councilor Marmarou, District 4  
Councilor Reed, District 5  
Councilor Waltman, District 6  
Managing Director C. Snyder  
City Auditor D. Cituk  
City Solicitor C. Younger  
City Clerk L. Kelleher  
Mayor V. Spencer

**PROCLAMATIONS AND PRESENTATIONS**

City Council issued the following:

- Certificates of Recognition to Penny Dutch Apparel, sponsor and residents who participated at the 10<sup>th</sup> and South Playground Clean-up on Saturday, May 18<sup>th</sup>

**PUBLIC COMMENT**

Council President Acosta announced that seven (7) citizens were registered to address Council; six (6) on non-agenda matters and one (1) on agenda matters. He inquired if any Councilor objected to suspending the rule requiring non-agenda comment at the end of the Council meeting. As no one objected, the rule to require non-agenda

comment at the end of the meeting was suspended. Council President Acosta reminded the citizens registered to speak about the remaining public speaking rules.

**Barry Fisher, representing WFMZ,** was not present. Council President Acosta noted that Mr. Fisher spoke with Council about the proposed ordinance at the Committee of the Whole Meeting.

**Evon Moreno, of North 11<sup>th</sup> Street,** was not present.

**Mark Kofroth, of Locust Street,** stated that he does not object to the combination of trash and recycling charges with the RAWA bill; however, he does object to being charged for services he does not receive. He explained that he signed up for the City's trash collection program but the collector has not collected his trash. He stated that he has resorted to disposing his trash at his place of employment. He described his efforts to correct this problem.

**Iwona Boraks Pielechaty, of West Lawn,** was not present.

**Carina Tomala, of South 12<sup>th</sup> Street,** described the quality of life problems created by the illegal garage located at 411 South 12<sup>th</sup> Street. She stated that this garage operates after 5 pm regularly which creates undue noise and parking issues.

**Anne Feil, of North 11<sup>th</sup> Street,** stated that she and her father reside next to a college rental on North 11<sup>th</sup> Street. She stated that early in the academic year she met with the students residing at the property and spoke with them about the importance of good behavior in this residential neighborhood. She stated that on a weekly basis she has endured parties on Thursday, Friday and Saturday evenings that sometimes last until 4 am. She stated that she has tried numerous times to address this situation by calling the police and Albright public safety.

**Evelyn Colona, of South 12<sup>th</sup> Street,** described the quality of life problems created by the illegal garage operating at 411 South 12<sup>th</sup> Street after 5 pm. She described the activities that prevent residents of this block from living peacefully. She stated that due to the bad behavior of those at the garage, children are unable to play outside after 5 pm. She also described the noise and car racing that residents of this block endure.

**Mary Ann Ciarlone, of North 5<sup>th</sup> Street,** described the vacant properties surrounding the CORE property located at 737 North 4<sup>th</sup> Street. She read a letter she wrote to the Mayor and Managing Director informing them that she will not participate in the City's rental housing program and will not submit to the required inspections due to the fees

and unconstitutional system. She expressed the belief that her properties comply with the City's property maintenance regulations and that inspection services should be obtained privately, not through the City.

## **APPROVAL OF THE AGENDA & MINUTES**

Council President Acosta called Council's attention to the agenda for this meeting, including the legislation listed under the Consent Agenda heading, and the minutes for the May 13<sup>th</sup> Regular Meeting of Council. He noted the need to add two promotion resolutions for the Fire Department to the consent agenda.

**Councilor Marmarou moved, seconded by Councilor Sterner, to approve the minutes from the May 13<sup>th</sup> Regular Meeting of Council and the agenda as amended, including the legislation under the Consent Agenda heading. The motion was approved unanimously.**

### **Consent Agenda**

**A. Resolution 44-2013** – authorizing the disposition of Solid Waste and Recycling Records in accordance with the City's Disposition Schedule (Solid Waste/Council Staff)

**B. Resolution 47-2013** – authorizing the promotion of Lt. Sean Hart to Second Deputy Fire Chief in the Fire Dept (Council Staff/ Fire)

**C. Resolution 48-2013** – authorizing the promotion of Second Deputy Fire Chief Frank Nefos to First Deputy Fire Chief in the Fire Department (Council Staff/Law)

## **ADMINISTRATIVE REPORT**

Mayor Spencer read the report distributed to Council at the meeting covering in summary:

- A report on the economic development summit
- The Park and Walk in the 000 and 100 blocks of South 6<sup>th</sup>
- The 15-6 neighborhood group meeting
- The availability of weekly meetings with citizens from 1-2 pm on Tuesdays in the Mayor's Office

## **AUDITOR'S REPORT**

City Auditor Cituk read the report distributed to Council at the meeting covering the following:

- First Quarter 2013 Admissions Tax Collection
- First Quarter 2013 Real Estate Transfer Tax Collection



The Auditor congratulated the Reading Royals for winning the Kelly Cup.

Councilor Goodman-Hinnershitz stated that the Auditor has been a loyal fan of the Royals since they came to Reading and she invited him to comment at the celebration scheduled for tomorrow evening.

**REPORT FROM DEPT. DIRECTORS, BOARDS, AUTHORITIES, & COMMISSIONS**

None.

**ORDINANCES FOR FINAL PASSAGE**

**A. Bill No. 27-2013** – authorizing the transfer of funds from the Trash/Recycle Fund (\$2 million) and Liquid Fuel Fund (\$400,000) to the General Fund **(Controller)**

**Councilor Marmarou moved, seconded by Councilor Goodman-Hinnershitz, to enact Bill No. 27-2013.**

**Bill No. 27-2013 was enacted by the following vote:**

**Yeas: Corcoran, Goodman-Hinnershitz, Marmarou, Reed, Sterner, Waltman, Acosta, President - 7**

**Nays: None - 0**

**B. Bill No. 28-2013** - Amending the City of Reading Codified Ordinances Chapter 1 Administrative Code, Part J Code of Ethics by adding definitions, amending the Solicitation/Acceptance of Gifts; Rebuttable Presumption, adding a provision regarding the Awarding of Contracts, and adding a provision regarding Campaign Contributions and Reporting Requirements **(Board of Ethics/Council Staff) Reviewed at 5-6 COW**

**Councilor Corcoran moved, seconded by Councilor Reed, to enact Bill No. 27-2013.**

Councilor Corcoran recognized the work of the Board of Ethics and Ms. Katzenmoyer to complete this legislation.

Councilor Goodman-Hinnershitz echoed the comments made by Councilor Corcoran and noted the need to create an instruction sheet about these regulations so they are easily digestible by the public.

**Bill No. 28-2013 was enacted by the following vote:**

**Yeas: Corcoran, Goodman-Hinnershitz, Marmarou, Reed, Sterner, Waltman, Acosta, President - 7**

Nays: None - 0

**C. Bill No. 29-2013** – Amending the Building/Trades and Property Maintenance Fee Schedules by applying certain fees to cover post-fire related activities, which will be billed against the fire escrow fund balance if the building has property insurance or billed to the property owner if the building is not covered by property insurance. **(Bus. Analyst)**

Councilor Corcoran moved, seconded by Councilor Reed, to enact Bill No. 29-2013.

Bill No. 29-2013 was enacted by the following vote:

Yeas: Corcoran, Goodman-Hinnershitz, Marmarou, Reed, Sterner, Waltman, Acosta, President - 7

Nays: None - 0

## INTRODUCTION OF NEW ORDINANCES

Council President Acosta read the following ordinance into the record.

**A. Ordinance** - Authorizing the Mayor to execute a Lease Agreement between the City of Reading and WFMZ for the Lease of a Portion of the “WEEU Building” for the installation of a transmitter on the existing Tower **(Law) Note: Ineligible for enactment until the June 24<sup>th</sup> meeting due to the Charter required 14 day lay over period**

## RESOLUTIONS

**A. Resolution 38-2012** - approving the undertaking of a project by the Reading Area Water Authority for the operation and/or acquisition of a certain sewer collection, conveyance and pumping system serving the Berks Park 78 Owners Association in Bethel Township (RAWA) **Reviewed at 5-6 COW**

Councilor Goodman-Hinnershitz moved, seconded by Councilor Reed, to table Resolution 38-2013.

Resolution No. 38-2013 was tabled by the following vote:

Yeas: Corcoran, Goodman-Hinnershitz, Marmarou, Reed, Sterner, Waltman, Acosta, President - 7

Nays: None - 0

**B. Resolution 45-2013** – approving the Conditional Use application for HM Investments at 912 Amity Street to add one residential unit on the first floor, after the conditions are met by the property owner (Council Staff)

**Councilor Corcoran moved, seconded by Councilor Reed, to adopt Resolution 45-2013.**

**Resolution No. 45-2013 was adopted by the following vote:**

**Yeas: Corcoran, Goodman-Hinnershitz, Marmarou, Reed, Sterner, Waltman, Acosta, President - 7**

**Nays: None - 0**

**C. Resolution 46-2013** - denying the Conditional Use application for a two unit rental (2 bedroom first floor unit and 3 bedroom unit on the combined 2<sup>nd</sup> and 3<sup>rd</sup> floors) floor unit at 1146 North 6<sup>th</sup> Street submitted by James Kintzer and approving a Conditional Use permit for 1146 North 6<sup>th</sup> Street for a two unit rental (1 bedroom first floor unit and 3 bedroom unit on the combined 2<sup>nd</sup> and 3<sup>rd</sup> floors) with conditions. (Council Staff)

**Councilor Corcoran moved, seconded by Councilor Reed, to adopt Resolution 46-2013.**

Council President Acosta explained the decision that denies a two bedroom unit on the first floor but approves a one bedroom unit on the first floor after the conditions are met.

**Resolution No. 46-2013 was adopted by the following vote:**

**Yeas: Corcoran, Goodman-Hinnershitz, Marmarou, Reed, Sterner, Acosta, President - 6**

**Nays: Waltman - 1**

## **COUNCIL COMMENT**

Councilor Marmarou provided some detail about the complaints made during the Public Comment period regarding trash collection and off campus student behavior.

Councilor Corcoran thanked military veterans for their service to the United States.

Councilor Reed noted the touching ceremony on Memorial Day at Charles Evans Cemetery. She also noted that the Wesley Methodist Church will be closing and partnering with the Holy Cross Methodist Church located in the 300 block of North 5<sup>th</sup> Street. She stated that another religious organization will be moving into Wesley Methodist.

Councilor Goodman-Hinnershitz described the lack of maintenance at the skateboard park located at Pendora, brought to her attention by a young adult who resides in District 2. She asked that this issue be brought to the Rec Commission's attention.

**Councilor Marmarou moved, seconded by Councilor Reed, to adjourn the regular meeting of Council.**

*Respectfully submitted by Linda A. Kelleher CMC, City Clerk*

**RESOLUTION NO. \_\_\_\_ 2013**

THE COUNCIL OF THE CITY OF READING HEREBY RESOLVES AS FOLLOWS:

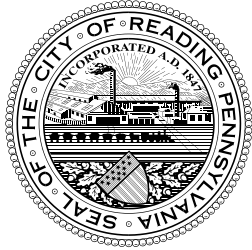
Authorizing the promotion of David Ciabattoni from the rank of Paramedic/Firefighter to EMS Lieutenant in the Fire Department, effective immediately.

Adopted by Council \_\_\_\_\_, 2013

\_\_\_\_\_  
Francis G. Acosta  
President of Council

Attest:

\_\_\_\_\_  
Linda A. Kelleher  
City Clerk



**AGENDA MEMO**  
**COMMUNITY DEVELOPMENT**

**TO:** CITY COUNCIL  
**FROM:** LENIN AGUDO, COMMUNITY DEVELOPMENT  
DEPARTMENT DIRECTOR  
**MEETING DATE:** JUNE 24, 2013  
**AGENDA MEMO DATE:** MAY 16, 2013  
**REQUESTED ACTION:** TO APPROVE AN AMENDMENT TO THE PY2013  
(39TH CD YEAR JANUARY 1, 2013 TO DECEMBER 31,  
2013) CDBG ACTION PLAN

The Community Development Department is asking City Council to pass the resolution at the **June 24, 2013** City Council meeting.

**BACKGROUND:** The City received a FEMA Assistance to Firefighters Grant to fund the purchase 102 sets of personal protective equipment which includes coats, pants, suspenders, class 1 life safety belts, gloves, hoods, helmets, and boots. This new equipment will replace outdated or provide new equipment to firefighters as needed to safely perform their duties. The City received 80% of the project cost from the FEMA AFG. The match of 20% is needed. CDBG funds are eligible to fund fire protection equipment as fire protection equipment is considered to be an integral part of a public facility. Thus, the purchase of the protective clothing worn by the fire fighters is eligible under the CDBG category of Public Facilities and Improvements. The funding of the personal protective equipment is also identified as a Mayor's Priority as non-City funds will be leveraged through the FEMA AFG in the amount of 80% of the total project cost. The purchase of the new equipment does not conflict with the principals of the City's MVA. The FEMA AFG award period is one year.

FEMA AFG Award Amount \$219,504  
CDBG Amount \$ 55,000

**BUDGETARY IMPACT:** None.

**PREVIOUS ACTION:** None.

**SUBSEQUENT ACTION:** None.

**RECOMMENDED BY:** The Fire Chief, Managing Director, and Mayor.

**RECOMMENDED MOTION:** To approve/deny a Council Resolution authorizing the Mayor to execute a PY2013 (39th CD year - January 1, 2013 to December 31, 2013) CDBG Action Plan Amendment to program \$55,000 in unprogrammed CDBG funds for the Fire Protection Equipment activity. The activity's eligibility / fundability is fire protection equipment 24CFR570.207 (b) (1) (ii) and public facilities and improvements 24CFR570.201(c) / low mod area 24CFR570.208 (a) (1). The activity's service area contains 68.4% low mod persons.

Attachment

Cc: Carole Snyder  
David Hollinger  
Crystal Edwards  
Neil Nemeth  
Cindy DeGroote

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION OF THE COUNCIL OF THE CITY OF READING  
AUTHORIZING THE MAYOR TO EXECUTE A PY2013 CDBG ACTION PLAN  
AMENDMENT**

WHEREAS, under 24 CFR Part 91, the U.S. Department of Housing and Urban Development (HUD) outlines the consolidated submissions for community planning and development programs which will serve as: (1) a planning document for the City that builds on a participatory process at the grass roots level, (2) an application for federal funds under HUD's formula grant program, (3) a strategy to be followed in carrying out HUD programs, and (4) an Action Plan that provides a basis for assessing performance;

WHEREAS, the PY2013 (39th CD year - January 1, 2013 to December 31, 2013) CDBG Action Plan has been prepared meeting HUD's requirements and providing guidance for addressing the housing and community development needs of the City;

WHEREAS, the Department of Fire and Rescue Services would like to utilize CDBG funds to purchase fire protection equipment;

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF READING THAT:

The Mayor is authorized to execute a PY2013 (39th CD year - January 1, 2013 to December 31, 2013) CDBG Action Plan Amendment. The amendment will program \$55,000 in unprogrammed CDBG funds for the Fire Protection Equipment activity. The activity's eligibility / fundability is fire protection equipment 24CFR570.207 (b) (1) (ii) and public facilities and improvements 24CFR570.201(c) / low mod area 24CFR570.208 (a) (1). The activity's service area contains 68.4% low mod persons. The Mayor, on behalf of the City of Reading, is authorized and directed to execute the amendment to the satisfaction of HUD.

ADOPTED BY COUNCIL \_\_\_\_\_, 2013

\_\_\_\_\_  
PRESIDENT OF COUNCIL

ATTEST:

\_\_\_\_\_  
CITY CLERK



TO:

CITY COUNCIL

FROM: LENIN AGUDO, COMMUNITY DEVELOPMENT

**AGENDA MEMO**

**COMMUNITY DEVELOPMENT**



DEPARTMENT DIRECTOR

**MEETING DATE:** MAY 28, 2013

**AGENDA MEMO DATE:** APRIL 19, 2013

**REQUESTED ACTION:** TO APPROVE AN AMENDMENT TO THE PY2013  
(39TH CD YEAR JANUARY 1, 2013 TO DECEMBER 31,  
2013)  
CDBG ACTION PLAN

The Community Development Department is asking City Council to pass the resolution at the **May 28, 2013** City Council meeting.

**BACKGROUND:** The Community Policing Program would like to increase the program's service area. The following Census Tract - Block Groups will be added to the program's service area: 1-5, 3-1, 3-2, 7-1, 7-2, 7-3, 8-1, 11-2, 11-3, 13-1, 13-2, 15-2, 16-2, 18-1, 19-1, 25-1, 25-3. The program's new service area contains 72.8% low mod persons. 49,867 persons reside in the program's new service area.

**BUDGETARY IMPACT:** None.

**PREVIOUS ACTION:** None.

**SUBSEQUENT ACTION:** None.

**RECOMMENDED BY:** The Chief of Police, Managing Director, and Mayor.

**RECOMMENDED MOTION:** To approve/deny a Council Resolution authorizing the Mayor to execute a PY2013  
(39th CD year - January 1, 2013 to December 31, 2013) CDBG Action Plan Amendment to change the service area of the Community Policing Program.

Attachments (2)  
Resolution  
Community Policing Program Map

Cc: Carole Snyder  
William Heim  
Madison Winchester  
Crystal Edwards  
Neil Nemeth

RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF THE COUNCIL OF THE CITY OF READING AUTHORIZING THE  
MAYOR TO EXECUTE A PY2013 CDBG ACTION PLAN AMENDMENT

WHEREAS, under 24 CFR Part 91, the U.S. Department of Housing and Urban Development (HUD) outlines the consolidated submissions for community planning and development programs which will serve as: (1) a planning document for the City that builds on a participatory process at the grass roots level, (2) an application for federal funds under HUD's formula grant program, (3) a strategy to be followed in carrying out HUD programs, and (4) an Action Plan that provides a basis for assessing performance;

WHEREAS, the PY2013 (39th CD year - January 1, 2013 to December 31, 2013) CDBG Action Plan has been prepared meeting HUD's requirements and providing guidance for addressing the housing and community development needs of the City;

WHEREAS, the Reading Police Department would like to expand the Community Policing Program area;

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF  
READING THAT:

The Mayor is authorized to execute a PY2013 (39th CD year - January 1, 2013 to December 31, 2013) CDBG Action Plan Amendment. The amendment will add Census Tract - Block Groups 1-5, 3-1, 3-2, 7-1, 7-2, 7-3, 8-1, 11-2, 11-3, 13-1, 13-2, 15-2, 16-2, 18-1, 19-1, 25-1, 25-3 to the program's service area.

The Mayor, on behalf of the City of Reading, is authorized and directed to execute the amendment to the satisfaction of HUD.

ADOPTED BY COUNCIL \_\_\_\_\_, 2013

\_\_\_\_\_  
PRESIDENT OF COUNCIL

ATTEST:

\_\_\_\_\_  
CITY CLERK

R E S O L U T I O N NO. \_\_\_\_ 2013

THE COUNCIL OF THE CITY OF READING HEREBY RESOLVES AS  
FOLLOWS:

Ratifying the Collective Bargaining Agreement between the City of  
Reading and the Fraternal Order of Police (FOP), Lodge #9 effective  
January 1, 2012 and expiring December 31, 2016.

Adopted by Council \_\_\_\_\_, 2013

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Francis G. Acosta  
President of Council

Attest:

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Linda A. Kelleher CMC  
City Clerk

(Council Staff)

*2012 to 2016*

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF READING

AND

THE FRATERNAL ORDER OF POLICE, LODGE #9

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## **AGREEMENT**

This Agreement by and between the CITY OF READING, hereinafter called "City", and FRATERNAL ORDER OF POLICE, LODGE NO. 9, hereinafter called "Lodge", executed the day and date subscribed at the end hereof, and to be effective from January 1, 2012 through and including December 31, 2016.

## **ARTICLE I - RECOGNITION**

Section 1. The City recognizes the Lodge as the sole and exclusive collective bargaining representative of employees of the Department of Police, concerning the terms and conditions of employment, including compensation, hours, working conditions, retirement and pensions and, other benefits, as provided by Act 111 of 1968.

Section 2. The Lodge recognizes the City of Reading as employer, and will bargain collectively with representatives specifically designated by the City for that purpose.

Section 3. The bargaining unit to which this agreement is applicable is composed of all eligible employees in the Department of Police, except civilian employees, the Chief of Police, the Deputy Chief, and Inspectors. Those employees to which this agreement applies shall hereinafter be called "Employees".



## **ARTICLE II - NO STRIKE**

Section 1. The Lodge agrees that during the term of this agreement it will not cause, encourage, participate in or support any strike or picketing against the City by any member or members of the Fraternal Order of Police, Lodge No. 9.

### **ARTICLE III - RIGHTS OF THE PARTIES**

Section 1. Except as otherwise specifically provided herein, it is understood and agreed that the City retains the exclusive right to manage the business of the Department of Police, including, but not limited to, the right to direct the work force, the right to hire, promote, retain, transfer, and assign employees in positions; the right, for proper cause, to suspend, discharge, demote, or take other disciplinary actions against employees; the right to decide job qualifications for hiring, the right to lay off employees for lack of work or funds, the right to make rules and regulations governing safety, the right to determine schedules for work, together with the right to determine the methods, process and manner of performing work; and the right to take any other action necessary to carry out the inherent managerial policies governing the Department of Police.

Section 2. It is understood and agreed that a maximum of three on-duty Lodge representatives shall, without loss of pay, be allowed to investigate and process grievances and consult with City representatives concerning the enforcement or interpretation of any provisions of this agreement.

Section 3. When the Lodge and the City negotiate changes in contractual terms and conditions of employment, the City, upon request, shall release from duty with pay up to nine members of the Lodge negotiating team at any one time to attend negotiating meetings with the City.

Section 4. The City will provide at its expense, one copy of this Agreement for each member of the Department of Police at the effective date of this Agreement, plus five copies for the Lodge, and further will provide one copy to each new member during the term of this Agreement.

#### **ARTICLE IV - LODGE DUES AND OTHER DEDUCTIONS**

Section 1. Upon receipt from the Lodge of a voluntary authorization in writing by an employee, the City shall make deduction from the employee's wages for Lodge dues in the amount specified on said authorization.

Section 2. The Lodge dues and all deductions from the pay of employees and each item of compensation shall be itemized by the City on each pay check stub, or on a separate statement to be distributed with each pay on each check, by item, and a total year-to-date for each item of deduction, and each item of compensation.

Section 3. Deductions and payments under this Article shall be in accordance with the Pennsylvania Agency Shop/Fair Share Law applicable to public employees.

## **ARTICLE V - SENIORITY RIGHTS**

Section 1. Seniority shall begin upon the date of an employee's appointment to the Department of Police. In the event an employee is transferred to another shift or platoon, the employee shall be allowed to bid on any job in the new shift or platoon according to seniority from the date of appointment. Provided, however, that the City may deviate from the requirements of seniority if a strict application of the provisions of this article would result in an unqualified employee being placed in a position that the employee is unable to perform. In that event, the City must state in writing why it is felt the employee is not qualified to perform the duties required in the position which he is being denied.

Section 2. In the event that more than one employee is appointed on the same date, the employee who is oldest in age shall be deemed the most senior.

Section 3. In the event of a cutback in manpower within the Department of Police, layoffs shall begin with the employee having the least amount of seniority. Layoffs shall be conducted on a Department wide basis and not by a division or platoon. In the event of layoffs, patrol aids shall be laid off before any sworn police officer, if Patrol Aids are being paid by the City. If, however, Patrol Aids are being paid by Federal grants, and layoffs would jeopardize the entire grant, Patrol Aids may be retained until the end of the grant year only, at which time they will be laid off.

Section 4. In the event that additions are to be made in manpower within the Department of Police, and there are presently employees who had been laid off due to cutbacks, said employees shall be recalled to duty on a seniority basis commencing with the most senior employee who has been laid off due to cutbacks, said employee shall be called to duty on a seniority basis commencing with the most senior employee who has been laid off. The City shall make a reasonable effort to contact any employees laid off due to cutbacks within six years previous to any call-back. No new or additional employee shall be added until all employees who have been laid off within the previous six years have been notified to report back to duty and have been given at least two weeks to return to duty. Only after all employees who have been previously laid off have been returned to duty, if they desire, and after the City shall have made a reasonable effort to contact any employee laid off due to cutbacks within the six years previous to the recall, shall any new or additional employees be hired for the Department of Police.

Section 5. Work assignments will be based on seniority for assignment to any vacancy, provided that the applicant must possess, or be able to acquire in a reasonable period of time, the skill and ability to perform the assignment. Bids for vacancies shall be restricted to employees within the platoon or division in which a vacancy exists. In instances where an assigned position becomes vacant because of

legitimate administrative or equipment problems, the employee displaced may bid on any position currently held by a less senior employee, after the employee's regularly assigned position has been vacant for sixty (60) days. Assignment of the displaced employee during the sixty day period shall be at the discretion of the shift O.D. Employees will regularly re-bid for all positions between December 15th and December 25th of each year, with new assignments becoming effective on January 1st. A disabled employee capable of performing other than regularly assigned duties may be assigned or reassigned at the administrative discretion of the Department of Police, provided that such assignment or reassignment is based on genuine administrative necessity.

Section 6. The selection of employees for appointment to the position of Police Officer/Field Training Officer and Criminal Investigator shall not be subject to seniority requirements, but shall be filled by appointment of the Chief of Police.

The Criminal Investigation unit shall not be covered by the bidding process for all future vacancies, which shall be filled by the Chief. Those appointments to the Criminal Investigation Division made after November 15, 2012 shall be subject to the rescission of the Chief of Police at his or her discretion. This shall not apply to those appointments which have occurred prior to November 15, 2012.

Section 7. Seniority bidding rights shall prevail only when an employee is qualified for the following positions; bid vacancies on Platoon A, B, C and D, TLEU, Turnkey and Houseman (when that position is filled by a police officer). The effective dates for bidding on positions shall be as set forth in Section 5. The following positions shall be filled by seniority bidding when a vacancy occurs; Canine Corps. (upon being examined by a licensed psychologist or psychiatrist and medical physician agreeable to the City and the F.O.P. at the cost of the City of Reading and submission of reports indicating that the employee has been examined by said psychologist or psychiatrist and that the employee is psychologically and medically able to perform the duties of a canine handler), I.D. Unit (when employee has had previous experience as Field Evidence Technician), Crime Analysis Unit, Crime Prevention Unit, Tactical Response Unit, Mounted Patrol (upon employee being examined by a physician agreeable to the City and the F.O.P. and provided by the City, and the submission of a medical report indicating that the employee has been examined by said physician who states that the employee is physically able to perform the duties involved with Mounted Patrol and that there are no pre-existing injuries or illnesses that would prevent the employee from performing duties of a mounted officer), and Central Records (when that position is filled by a police officer), unless the Chief determines, in his discretion, that the most

senior bidder is not the most qualified candidate for the position.

Any re-titled or permanent unit shall be first bid from within the division to which said unit will be/is assigned. Should these positions not be filled from within the division, bidding shall be opened department wide.

Newly created units shall not be subject to the bidding procedures in Article V for up to one (1) year. Any unit which is continued beyond one (1) year shall then be filled through the existing bidding procedure unless mutually agreed upon by the FOP Lodge #9 and the Chief of Police.

Section 8. The City may temporarily transfer any employee to another division for a period not to exceed one hundred eighty (180) days, regardless of seniority. Extension of said temporary transfer beyond the one hundred eighty (180) day limit shall occur upon waiver by the Lodge in writing when additional time is needed to complete a specific case or assignment which will be included on the extension document. No temporarily assigned employee shall be placed in a permanent position in the division to which the employee was temporarily assigned unless the employee agrees to said transfer, nor shall the employee be assigned to any other temporary assignment within ninety (90) days of the completion of the assignment (including any extension applied). After completion of said temporary transfer, including any extension, the employee must be transferred back to the original division from which the employee came.

Section 9. Usual seniority rights shall not apply during the probationary period of any new or additional employee. Upon completion of the probationary period, employees shall have full seniority rights beginning with the date of appointment to the Department of Police; however, bidding for shift assignments shall occur at the next regularly scheduled re-bid period as per Article V, Section 5.

Section 10. All bids for permanent openings will be posted on the bulletin board and included in the daily bulletins for at least ten (10) days before the position is awarded.

Section 11. In the event an employee is promoted to a higher grade or demoted to a lower grade, seniority shall be computed, for purposes of selecting the first vacation and personal leave days, from date of appointment to the Department of Police, rather than from time in grade. Uniformed patrol division employees with the rank of Sergeant or Lieutenant within the 4 uniformed patrol division platoons, i.e. platoons A, B, C and D only shall have the same bidding rights for work assignments as other employees within that division.

Section 12. The Chief of Police shall have the right to change the start and ending time of a shift to be worked by a member of the uniformed patrol division on up to ten (10) shifts per officer per year for the sole purpose of fielding an eight (8) hour shift in addition to those four (4) shifts presently in effect for the uniformed patrol division when such additional manpower is necessary. For the purpose of computing manpower for contractual purposes on any given shift when an extra shift is fielded, the officers whose shifts have been changed shall be considered to be on one of the four (4) existing shifts.

Section 13.

- A. Effective January 1, 2013, the city shall have the right to civilianize the positions of Chief's Assistant, Court Liaison Officer, Assistant Academy Director, and Administrative Lieutenant.



## **ARTICLE VI - GRIEVANCE PROCEDURE**

### **Section 1. Definition**

A grievance is defined as any complaint by an employee or the Lodge over the interpretation, application or alleged violation of this agreement, including discipline, suspension or discharge of an employee which is not appealed to Court under the Third Class City Code and/or Local Agency Law.

### **Section 2. Grievance Procedure**

The employee or employees affected or the Lodge shall process the grievance in accordance with the following procedure:

#### **Step 1:**

All grievances must be reduced to writing. The employees affected shall submit the written grievance to the Chief of Police within ten (10) days of its occurrence, either directly or through a representative of the Lodge. The Chief or his designee shall meet with the Lodge to discuss the grievance. The Chief or his designee shall issue a written decision within five (5) days of the meeting. If no satisfactory settlement is reached within five (5) days of the meeting, the grievant or the Lodge may appeal the matter to Step 2.

#### **Step 2:**

The grievant or the Lodge may submit the written grievance to the Mayor or his designee within five (5) days of the Step 1 answer. The Mayor or his designee shall meet with the Lodge to discuss the grievance. The Mayor or his designee shall issue a written decision within ten (10) days of the meeting.

#### **Step 3:**

The grievance may be appealed to arbitration by the Lodge upon written notice to the City and the Philadelphia office of the American Arbitration Association by certified mail within fifteen (15) days of the answer of the Mayor or his designee or if the Mayor does not respond to a grievance within thirty (30) days of submission. The arbitration shall proceed in accordance with the then current rules of the American Arbitration Association.

### Section 3. Arbitration

The arbitrator will make his findings and render his decision to resolve the disagreement. The arbitrator shall not have jurisdiction to add to, modify, vary, change or remove terms of this agreement or to determine that any provisions of this agreement establishes an implied limitation upon the City which is not specifically set forth.

The decision of the arbitrator shall be final and binding upon the City, the Lodge and the employees covered by this Agreement.

The expenses of the arbitration and the arbitrator's fee shall be borne equally by the parties.

Awards or settlements of grievances shall in no event be made retroactive beyond the date on which the grievance was first presented in the grievance procedure. All claims for back wages shall be the amount agreed to by the City and the Lodge, or ordered by the arbitrator, as the case may be, less any unemployment compensation and any other compensation that the aggrieved employee may have received from any source during the period for which back pay is claimed.

### Section 4. Effect of Failure to Appeal

Any grievance shall be considered as settled on the basis of the last answer of the City if not appealed to the next step or to arbitration within the applicable time limits. Time is of the essence.

### Section 5. Effect of Settlement

The disposition of any grievance at any step of the grievance procedure, or before actual receipt of the decision of an arbitrator, between the City and the Lodge shall be final and binding upon the employee, employees or persons who are involved or effected thereby. Any interpretation of this agreement agreed upon by the City and the Lodge shall be final and binding upon all employees and upon any person affected.

#### Section 6. Computing Time Limitations

Saturdays, Sundays and Holidays shall be excluded from the computation of time limitations under the grievance and arbitration procedure of this Agreement. The time limits under the grievance and arbitration procedure may be extended by written mutual agreement of the parties.

#### Section 7. Suspension and Discharge

An employee who has been suspended or discharged shall bypass Step 1 of the grievance procedure and shall file his grievance directly with the Mayor or his designee within five (5) days of the suspension or discharge. The grievance shall then be processed in accordance with Step 2 of the grievance procedure.

#### Section 8. Class Grievances

A grievance which affects a majority of a class of employees shall be presented at Step 1 by a representative of the Lodge.

#### Section 9. Heart and Lung Process

The current process for resolving disputes over any claim for or attempt to terminate heart and lung benefits shall remain in effect, but to the extent that the parties do not agree to arbitrate such claims, either party may appeal the decision of the local hearing body to arbitration within the same time period provided in the grievance and arbitration process. The arbitration shall be governed by the voluntary rules of the American Arbitration Association applicable to labor arbitration, except that the arbitrator must agree to conduct such hearing within 30 days from the date of selection, and issue a decision 30 days after the record is complete. The parties agree to comply with the decision of the local agency hearing body pending a decision of the arbitrator.

## **ARTICLE VII - WAGES**

### **Section 1. Base pay**

- a. Effective 1/1/12, all officers shall receive a 0% across-the-board wage increase and the new base pay effective 1/1/12 shall be as shown on Appendix A.
- b. Effective 1/1/13, all officers shall receive a 0% across-the-board wage increase and the new base pay effective 1/1/13 shall be as shown on Appendix A.
- c. Effective 1/1/14, all officers shall receive a 0% across-the-board wage increase and the new base pay effective 1/1/14 shall be as shown on Appendix A.
- d. Effective 1/1/15, all officers shall receive a 2% across-the-board wage increase and the new base pay effective 1/1/15 shall be as shown on Appendix A.
- e. Effective 1/1/16, all officers shall receive a 2% across-the-board wage increase and the new base pay effective 1/1/16 shall be as shown on Appendix A.

Section 2. Officers hired prior to January 1, 2012, shall not receive step increases for 2012, 2013, or 2014. All step increases shall resume for such officers in 2015, from the current level. See Appendix A.

Section 3. In accordance with the Interim Award, dated December 30, 2011, all members of the bargaining unit hired after December 31, 2011 shall be paid in accordance with the new pay scale for new hires identified in WF10, on page 54 of the City of Reading Financial Recovery Plan of 2010. Officers hired after December 31, 2011 shall receive annual pay step increases listed in WF10 on page 54 of the City of Reading Financial Recovery Plan of 2010, on their anniversary date, and will be paid the rate then in effect when the officer moves up. However, no such employee shall advance to any step which would cause them to make the same or more than an employee hired before December 31, 2011. See Appendix A.

Section 3. The base pay shall be exclusive of any clothing allowance for non-uniform employees, which shall be in addition to base pay.

#### Section 4.

1. Each employee shall receive, in addition to base pay, a shift differential of three percent (3%) of base wages for each hour worked by the employee on Shift #3 (3:00 pm to 11:00 pm) and four percent (4%) of base wages for each hour worked by the employee on Shift #1 (11:00 pm to 7:00 am).
2. Overtime pay for employees working these shifts shall be calculated by multiplying by one and one-half the employee's base pay plus the appropriate percentage of shift differential pay for the hours of overtime worked during said shifts.
3. Criminal Investigation personnel scheduled by the employer to work during the hours set forth in Section 1. Above shall be paid as provided, however, shift differential shall not be paid to Criminal Investigation personnel with the hours worked part-employee controlled or incidental to cases assigned to such personnel.

## **ARTICLE VIII - LONGEVITY PAY**

Section 1. As recognized by the prior Act 111 Panel, longevity is a component of wages. Effective January 1, 2001, longevity shall be based upon rank/and or classification rather than Patrolman III salary. In addition, the longevity scale shall be as follows:

<b>YEARS OF SERVICE</b>	<b><i>PERCENTAGE OF WAGE</i></b> <b><i>CLASSIFICATION</i></b>
0 to 3	No longevity
4	1.0%
5	1.25%
6	1.5%
7	1.75%
8	2.0%
9	2.25%
10	2.5%
11	2.75%
12	3.0%
13	3.25%
14	3.5%
15	3.75%
16	4.0%
17	4.25%
18	4.5%
19	4.75%
20	5.0%
21	5.25%
22	5.5%
23	5.75%
24	6.0%
25	6.25%
26	6.5%

Section 2. Longevity shall be paid on the first day of the 4<sup>th</sup> year.

**Section 3. The percentages included in Section 3 of this Article shall be increased by .25% for each year beyond 26 years of service.**

Section 4. Officers who were eligible and receiving longevity pay as of December 31, 2011 shall have their longevity frozen for the duration of this Award. Longevity pay shall resume thereafter for such officers from the current level as of December 31, 2011.

Section 5. In accordance with the Interim Award, longevity pay shall not be provided to employees hired after December 31, 2011 or to officers who were employed as of December 31, 2011 but who had not reached eligibility for longevity pay as of December 31, 2011.

### **ARTICLE IX - OVERTIME**

Section 1. An employee who works in excess of eight (8) hours on any shift or forty (40) hours in one week shall receive additional compensation, computed at the regular hourly rate of pay plus any applicable shift differential multiplied by one and one-half. Overtime shall be paid on an hour for hour and minute for minute basis to the fullest extent practical.

Section 2. Effective January 1, 1998, an officer called into work at a time other than his scheduled work shift (this shall not include situations when an officer is called in immediately prior to his shift or held over immediately following his shift) shall be paid a minimum of two (2) hours pay at the applicable rate.

## **ARTICLE X - COURT TIME**

Section 1. Time spent by employees in attendance, as a witness for the City or the Commonwealth, outside regular duty hours, shall be compensated as overtime, at the rate of one and one-half times the employee's base hourly rate, for all hours spent in said attendance, including lunch breaks, or a minimum of three (3) hours, whichever is the greater. If said attendance is required within one hour preceding or following the employee's regularly scheduled shift, all such time spent at said attendance shall be compensated as overtime.

Section 2. The preceding section shall apply to required attendance by an employee in any court of record, or any session before a District Justice.

Section 3. Any employee who is required to attend a Court or District Justice session outside the County of Berks, shall also be paid mileage, computed from the employee's duty station to the location of said proceeding and return, if a privately owned vehicle is used.

Section 4. In determining whether an employee is entitled to compensation as overtime for attendance in Court as set forth in Section 1 above, said employee shall be considered off duty at any time which is not part of the employee's regularly scheduled shift except that in all cases where an employee is "on sick leave" and must attend a scheduled court case and is physically able to do so, said employee will be scheduled as "on-duty dayshift" and lose no sick leave benefit for the eight (8) hour work day. The employee will notify his/her shift commander of the change of work status as soon as practically possible, but no later than 24 hours after the case. With the above exceptions, no employee's work schedule shall be changed or modified to accommodate a required attendance in Court.

Employees "on injury leave" or employees attending minor judiciary cases while on sick leave will receive no additional compensation including retention of sick leave hours.

Section 5. The amount of overtime compensation for an employee serving as a court witness shall be identified as such on or accompanying the employee's pay stub.



## **ARTICLE XI - ON CALL (STAND BY) STATUS**

Section 1. "On-call" (stand by) status shall be understood as meaning that:

- a. The City agrees to credit any employee called in from a vacation with eight (8) hours of vacation time including those days when the employee is on leave during a vacation period determined as per Article XVIII, Section 5, of the F.O.P. City Contract. A vacation period shall be defined as a period of time consisting of 7 vacation days and vacation related leave days as chosen by class or seniority. This credit will begin when the employee is called in and for each vacation or leave day thereafter. In addition, the City agrees to compensate the employee at one and one-half the employee's base hourly rate for all time spent in court, or a three hour minimum, whichever is greater.
- b. Each time the City, or a police officer, receives a court notice or subpoena indicating a hearing at a time when the officer is not working, the officer shall receive a flat payment of \$35.00 for each time so indicated. For example, if the City receives a court notice indicating that a hearing is or may be scheduled for January 30, and the officer is not scheduled to work at that time, the officer will be compensated \$35.00 for having to make himself available. If the officer is subsequently called the \$35.00 shall be deducted from the officer's payment.

## **ARTICLE XII - BOMB SQUAD PAY AND TRAINING**

Section 1. In addition to base pay, each bomb squad technician shall receive five hundred dollars (\$500.00) per year, which shall be paid annually in the first check of the year.

## **ARTICLE XIII - CLOTHING ISSUE AND MAINTENANCE ALLOWANCE**

Section 1. The clothing maintenance allowance for non-uniformed personnel shall be three hundred seventy-five (\$375.00). Set allowance shall be paid and included in the first pay period of February.

Section 2. The uniform maintenance allowance for uniformed personnel shall be one hundred seventy-five (\$175.00). Set allowance shall be paid and included in the first pay period of February

Section 3. The City shall issue to each uniformed employee at least five summer shirts, five winter shirts and four pairs of trousers plus required insignia and patches. Female employees in uniformed positions shall receive an equivalent number of uniforms, insignia and patches, these uniforms to be tailored to proper fit.

Section 4. Clothing, whether uniform or non-uniform, which is damaged in the line of duty, shall be promptly replaced by the City. Any item of uniform issue which is worn or damaged will be replaced by the City upon written authorization of an employee's supervisor.

## **ARTICLE XIV - LIFE INSURANCE**

Section 1. The City shall maintain and pay the premium for term life insurance for each employee. Said policy of insurance shall be in the face amount of \$50,000.00.

Section 2. Said life insurance shall be double indemnity for accidental death, whether or not the accidental death occurs during the insured's performance of his duties as an employee.

## **ARTICLE XV – HOSPITALIZATION**

### **Section 1.**

#### **A. Employees hired after December 31, 2011:**

- i. The City shall provide the health plan and plan options and prescription coverage that is currently provided to such officers as a result of the Interim Award dated December 30, 2011, and incorporated herein by reference, and that are provided to other unionized City employees. Such medical plan options are currently identified as the Premier Plan, Preferred Plan, and Preferred Plan Plus.
- ii. The premium plan caps or maximum premium contribution to be paid by the City toward health insurance, including prescription plan, dental, and vision and any other medical insurance coverage, as presented by the City and as listed in the Plan shall be fixed at the monthly rates that are applicable to such employees as a result of the Interim Award dated December 30, 2011. These applicable premiums caps or maximum premium contributions by the City are also in recommendation WF24 on page 67 of the City of Reading Financial Recovery Plan of 2010 and have been instituted pursuant to the Interim Award.
- iii. Employees hired after December 31, 2011 shall not be entitled to post-retirement health benefits.

#### **B. Current Employees on or before December 31, 2011:**

Effective on January 1, 2013, or as soon as possible thereafter, the following will be in effect:

- i. With respect to officers who were members of the police force on or before December 31, 2011, the City shall provide the following health benefits:
  - a. The current indemnity medical plan option shall be eliminated and not offered by the city.
  - b. The City shall offer the Premier and Preferred Medical Plan Options which are currently offered to officers hired after December 31, 2011, as noted above. In addition, in lieu of the Preferred Plan Plus that is currently offered to officers hired after December 31, 2011 and other City employees, the City shall offer the current PPO Plan as a third medical

insurance plan option for police officers who were employed on or before December 31, 2011.

- ii. The current prescription coverage provided to police shall be eliminated and replaced with the same prescription plan and co-pays provided to and paid by officers hired after December 31, 2011.
- iii. Officers who were employed on or before December 31, 2011 who participate in any of the medical and prescription plans offered by the City after January 1, 2013, as described above, shall pay the following percentage of premium for each such plan and the prescription plan:
  - a. Premium Plan, 5%;
  - b. Preferred Plan, 10%;
  - c. PPO Plan, 15%.
- iv. Each officer shall have the option to participate in the same dental and vision programs offered to other officers hired after December 31, 2011. The premium for such coverage shall be paid by the officer.
- v. Subject to the terms of Article XV, Section 2, officers who were employed on or before December 31, 2011 who retire and who are eligible (as defined by the current collective bargaining agreement) for post-retirement health benefits on the date of his or her retirement (for the retiree and retiree's spouse), shall be entitled to the same health benefits (including prescription coverage and cost sharing obligations) as those provided to current officers at the time of the officer's retirement and from time to time after the officer's date of retirement. Dental coverage is not available and vision coverage may be paid through COBRA at the cost of the retiree. After such officer's retirement from the City, he or she shall be required to pay the same health care contribution based on the same contribution formula that is paid by the then current officers who were hired on or before December 31, 2011. This provision shall not apply to current retirees or officers who retire before January 1, 2013, as explained below:
  - a. Current Retirees. All officers retired as of November 15, 2012 and who are currently entitled to post-retirement health benefits shall continue to be entitled to the post-retirement health benefits pursuant to the terms and conditions governing their receipt of such benefits that were in existence on the date of their retirement.
  - b. Officers who Retire and Resign from City Employment Before January 1, 2013: Current officers, including officers who are current DROP participants, who retire, resign and

leave the employ of the department prior to January 1, 2013 shall be entitled to continued medical and prescription benefits under the terms of the 2007-2011 collective bargaining agreement, and the contribution rate that was applicable under the 2007-2011 collective bargaining agreement on the date of the officer's retirement, or for a current DROP participant, entry into DROP. Any officer who does not resign and leave the employ of the City prior to January 1, 2013 shall be subject to the provisions of Article XV, Section 1, B, iii of this collective bargaining agreement. The only modification shall be that those current DROP participants who entered the DROP prior to December 31, 2011, and who do not retire prior to January 1, 2013, shall be required to pay, when they retire and resign from the employ of the City, the same health care cost sharing contribution that was in effect when they entered the DROP.

Section 2. The City shall provide and pay for the same health insurance as those provided for active employees, under the following conditions:

- a. The employee must qualify for either a full pension or a disability pension under the City police pension Ordinances.
- b. Only the employee and the employee's spouse shall be eligible for coverage.
- c. The benefits shall not be provided for employees who are eligible for coverage under the group medical insurance plan of another employer or a spouse's employer.
- d. The benefits shall cease when the employee attains sixty-five (65) years of age and qualifies for Medicare and/or Medicaid coverage.
- e. During the period of coverage, the City may require proof of eligibility for the above benefits.

Section 3. The City will continue to provide a Section 125 plan to assist in the pre-tax deduction for the health-care contributions, unreimbursed medical costs and dependent daycare.

## **ARTICLE XVI - PENSIONS**

Section 1. The provisions of Ordinance, Bill No. 37, adopted November 3, 1976, and effective January 1, 1977, shall be amended insofar as any of the provisions of said Ordinances are contrary to this article.

Section 2. All employees shall, at all times, be fully vested in the contributions to the pension fund deducted from the pay of the employee from the time of the employee's appointment to the Department of Police until the date of his termination, for whatever reason.

Section 3. Effective January 1, 1997, the City shall amend its' existing pension ordinance to provide for 100% vesting at the completion of twelve (12) years of service for all employees.

Section 4. Effective January 1, 1999, all police officers hired on or after January 1, 1977, who are injured in the performance of their duties, and due to that injury are unable to perform the duties of a Reading Police Officer, shall be entitled to the same pension benefits as those Officers hired prior to January 1, 1977.

Section 5. Bargaining unit members may retire with 20 years of service at a 60% payout; 21 years of service at a 62% payout; 22 years of service at a 64% payout; 23 year of service at a 66% payout; 24 years of service at a 68% payout; 25 years of service at a 70% payout.

The City shall not request or attempt to have this provision removed or diminished from this binding agreement. This provision shall remain intact unless a change is negotiated between the City and the Lodge.

Section 6. The existing pension plan shall be modified to provide for a deferred retirement option plan. The DROP Plan shall be designed by the plan actuary or another qualified actuary in an actuarially neutral manner which will allow police officers who have achieved age and service to elect to drop from the pension plan while still continuing their employment for a period not to exceed five (5) years. During the period of time a member is in the DROP program, a monthly amount, representing either the monthly portion of the accrued value of the individual member's pension or the accrued value of the individual member's monthly salary (whichever the panel determines to be most applicable to this case) shall be deposited in a separate account in the name of the member. The arbitration panel will retain jurisdiction over the implementation of this program to assure that it may be accomplished in a "cost neutral" manner to the City.



Current bargaining unit members in the DROP program are grandfathered in order to complete their benefit. The mandatory employee contribution shall be increased to 6.5% of base salary plus \$1.00. The City shall guarantee placement of funds to make the current police pension solvent to accommodate this increase in benefit (fund amount shall be agreed to by both the City and the FOP Lodge #9).

The City shall not request or attempt to have this provision removed or diminished from this binding agreement. This provision shall remain intact unless a change is negotiated between the City and the Lodge.

Section 7. Any police officer who retires after January 1, 2001, or the survivor of such retired police officer entitled to post-retirement healthcare coverage, shall not be permitted to seek reimbursement for prescriptions through the major medical portion of post retirement health insurance benefits. Instead, each such individual shall maintain the identical prescription coverage as an active police officer for life.

Section 8. Effective January 1, 2005, the existing pension plan shall be modified to increase the maximum cap of the service increment to five hundred dollars (\$500.00) per month.

Section 9. Effective January 1, 2004, the pension ordinance shall be clarified to provide that the survivor's benefit as a result of a killed-in-service benefit shall be equal to the pension that the member would have received had he been retired at the time of his death.

Section 10. The City shall implement a pension buy back provision up to five (5) years in the police pension plan, consistent with the military buy back standard. Purchase of these years can be made at any time, however, the current retirement standards would apply. Installment payment plans shall be implemented as part of the buyback provision.

Buy back rate shall be based on the first year of hire.

The City shall not request or attempt to have this provision removed or diminished from this binding agreement. This provision shall remain intact unless a change is negotiated between the City and the Lodge.

Section 11. All bargaining unit members are required to retire upon the completion of thirty (30) years of service effective January 1, 2008.

## Section 12.

- A. Employees hired after December 31, 2011 shall not be eligible for or permitted to participate in the DROP.
- B. Current DROP will remain available to employees employed by the City prior to January 1, 2012, except that all such employees who enter the DROP after the date of this Award will pay 5% pension contribution during their DROP participation period. The pension or other benefit currently provided to existing retirees and vested employees shall not increase. Officers who are eligible for and who enter the DROP in the future or have already done so prior to the Award shall, during the DROP participation period, have the same health plan options and pay the same contribution/cost sharing formula that is applicable to such plans for current employees who are not DROP participants.

When an eligible officer who becomes a DROP participant after the date of this Award retires, resigns from the employ of the City and ceases to be a DROP participant, such officer shall be eligible for post-retirement health benefits, including prescription, for the retiree and spouse which are the same as those provided to current officers (at the time of the officer's retirement and resignation and from time to time thereafter) including cost sharing obligations.
- C. The City shall not provide pension benefits which exceed those minimum mandatory benefits set forth in the Third Class City code for all employees hired after December 31, 2011. Examples of such mandatory benefits under the pension provisions of the Third Class City Code shall include, but not be limited to, providing for a normal retirement after a minimum period of service of 20 years and reaching 50 years of age; defining "salary" in accordance with 53 P.S. subsection 39309; calculating retirement benefits by the rate of monthly pay at the date of termination or the highest average annual salary during any 5 years of service; providing that the apportionment of the pension shall not in any case exceed in any years one-half the annual pay of such member computed at such monthly or average annual rate; not permitting additional service credit; and setting member contributions rate of 5% of the officer's salary (as the term is defined in 53 P.S. subsection 39309 which shall also be utilized to determine the retirement benefit) or a higher contribution amount if permitted by law.

## **ARTICLE XVII - LUNCH PERIOD**

Section 1. Each employee shall be entitled to a 30 minute lunch period during his regularly scheduled eight (8) hour shift. Said lunch period shall be a part of the employee's eight (8) hour shift.

Section 2. If required to work overtime, each employee shall be entitled to a 15 minute break during each four (4) hour period, or portion thereof, of overtime so worked.

Section 3. If an employee works a full eight (8) hour shift as overtime, said employee will be entitled to a 30 minute lunch period during the overtime shift, as well as the two 15 minute breaks.

## **ARTICLE XVIII - VACATIONS**

### **Section 1:**

A. Effective January 1, 2013, vacation shall be earned as follows:

After one (1) year of service – 80 hours

After five (5) years of service -120 hours

After fifteen (15) years of service – 160 hours

B. There shall be no vacation deferral except where the officer cannot take vacation due to job related injury, job related disability, military or National Guard obligations or logistical reasons imposed by the City.

Section 2. Vacations shall be picked by seniority, one vacation at a time. The most senior officer shall choose one vacation; the next senior officer shall choose one vacation and so on down the seniority list at the platoon level, until all vacations have been exhausted.

Section 3. For purposes of selecting vacations, seniority shall be defined to mean time computed from date of appointment, rather than time in grade.

Section 4. Each employee shall be paid, during vacation to which said employee is entitled, at the usual rate of pay of said employee.

Section 5. If an employee is required to work during a scheduled vacation, the employee shall be paid as overtime, at the rate of one and one-half times the employee's usual hourly rate of pay.

## **ARTICLE XIX - SICK LEAVE AND BEREAVEMENT LEAVE**

Section 1. An employee who shall be unable to perform the duties of employment by reason of sickness or disability shall be entitled to sick leave with pay, which shall be earned at the rate of one (1) day per month for a maximum of twelve (12) days per year, and shall be accumulated to a maximum of 155 days. The Department Head shall have the power to authorize additional days in special cases.

Section 2. A police officer, who does not use any sick leave during the calendar year, shall be paid an incentive payment of \$300 per year, to be paid on or before the third pay period of the following calendar year. There shall be no other sick leave incentive payment.

Section 3. An employee shall be granted sick leave for the following reasons:

- a. Personal illness or physical incapacity resulting from causes beyond the employee's control.
- b. To care for a member of the employee's household or a minor child that requires the personal care of the employee, up to two (2) days, per occurrence.
- c. Enforced quarantine of the employees in accordance with the Community Health Regulations.

Section 4. An employee requesting sick leave by reason of illness or disability shall present satisfactory evidence to the Department Head or designated officer and if more than three (3) days of sick leave is requested, the application therefore shall be accompanied by a certificate of an attending physician.

Section 5. Any employee unable to perform the duties of employment by reason of illness or disability, as set forth above, shall notify the Department Head or a designated officer of such disability at least one hour prior to the commencement of the employee's regularly scheduled shift. Prior to returning to duty, the employee shall notify the Department Head or the designated officer of the employee's intent to return to duty, said notice to be at least one hour prior to the commencement of the employee's regularly scheduled shift.

Section 6. Any employee upon retiring from active duty with the Department of Police upon completion of minimum length of service shall be compensated for unused sick leave up to a maximum of 30 days. Compensation shall be based on the employee's regular rate of daily pay.

Section 7. Bereavement leave shall be allowed as follows:

- a. In the event of a death in the employee's immediate family (spouse, parent, guardian, child, brother, sister, mother-in-law, or father-in-law), leave shall be granted from the date of the death of a member of the employee's immediate family for a period of five (5) consecutive days.
- a. In the event of the death of some other family member (uncle, aunt, cousin, nephew, niece, grandparent, grandchild, great grandparent, brother-in-law or sister-in-law), leave shall be granted to the employee upon the death of a family member for a period of three (3) consecutive days.
- b. An employee experiencing a death in the family to which this Article/Section applies and who would be off duty during this granted bereavement leave period due to previously schedule discretionary leave, to wit: vacation leave, personal leave, compensatory time buy back, shall have the use of such discretionary leave stayed and such leave days replaced with bereavement leave. However, weekly leave days scheduled during a granted bereavement leave period will not be replaced with bereavement leave, but will be tallied as part of the bereavement leave period granted by this Article/Section.

**The Department Head has the power to approve leave with pay for the day of the funeral for any other close relative or associate not included in the list above.**

## **ARTICLE XX - DISABILITY LEAVE OF ABSENCE**

Section 1. When an employee knows or has reason to know in advance when a physical disability will begin and end (e.g. elective surgery, pregnancy disability) written notice thereof shall immediately be given of such times to the Police Chief or his delegate.

Section 2. Disability due to pregnancy shall be treated for all purposes the same as other disabilities with reference to insurance coverage, medical benefits, use of paid sick leave, medical examinations, etc.

Section 3. Upon an employee experiencing physical or mental disability which disqualifies the employee from properly and fully performing his duties, the employee shall give notice thereof to the Police Chief or his delegate within 24 hours of the beginning of such disability or as soon thereafter as possible.

Section 4. An employee absent due to physical or mental disability shall provide to the Police Chief or his delegate a report from his physician showing the condition of the employee including his inability to return to work due to the continuance of the disability. Such report shall be provided within a week of the beginning of the disability and upon return to work. For leaves beyond two weeks, such report shall be furnished at the end of each two week period. In addition, the employer shall have the right to have the employee examined by a physician of its choice.

Section 5. During a leave of absence due to physical or mental disability, the employee shall continue to accrue seniority and receive all other benefits of an employee for a period up to the extent of his eligibility to receive paid sick leave or the period of one year, whichever is longer.

## **ARTICLE XXI - HOLIDAYS**

### **Section 1.**

- A. Effective January 1, 2013, the following shall be considered paid holidays:

New Year's Day  
Martin Luther King's Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving  
Day after Thanksgiving  
Christmas

- B. Notwithstanding any practice to the contrary, the pay for such holidays shall be made in the payroll period in which the holiday falls.

**Section 2.** All employees shall receive one extra day's pay, computed at the employee's regular hourly rate of pay, for each of the listed holidays, even though not worked.

**Section 3.** Any officer scheduled to work on Thanksgiving Day and/or Christmas Day and who actually does work, shall receive additional compensation at the rate of time and one-half.



## **ARTICLE XXII - PERSONAL LEAVE DAYS**

Section 1. Each officer shall be granted two (2) personal days per year.

Section 2. Personal leave days may be selected by the employee, subject to the approval of the employee's supervisor, which approval shall not be unreasonably withheld.

## **ARTICLE XXIII - WEEKLY LEAVE DAYS**

Section 1. An employee's work week shall normally consist of eight (8) consecutive hours per day and five (5) days per week with two (2) days off, or leave days, per work week, which commences Monday at 7:00 o'clock a.m.

Section 2. An employee's regular day off shall not be changed unless the employee is consulted by the Chief or his designee and given thirty (30) days' notice. Provided, however, that the City may reschedule an employee's leave days during an emergency or disaster declared by appropriate public officials in accordance with law.

## **ARTICLE XXIV - LODGE BUSINESS**

Section 1. Any employee who is a duly elected representative of any national or state lodge, or organization of policemen, or any local lodge or group being a part of any national or state organization of policemen shall be entitled to a leave of absence with pay for a period of five (5) duty days to attend any annual, national or state convention or conference of such organization. The leave shall be calculated to include six (6) duty days with two weekly leave days, which may be taken either before or after the five (5) day duty period, at the option of the officer. No more than six (6) elected representatives shall be entitled to the provisions of this section at any one time.

Section 2. Duly elected officers of Lodge, whenever possible, shall be excused with pay to attend the regular monthly or any special meeting of the Lodge, when the meeting falls during the Lodge officer's regular shift.

Section 3. The FOP will give the City thirty (30) days advance notice of using the within leave unless it is impossible to do so.

## **ARTICLE XXV - PUBLIC RELATIONS AND TRAINING**

Section 1. If an employee is requested by the Department of Police to engage in any public relations or public speaking activities on his own time (e.g. when not on duty), said employee shall be granted compensatory time off, or pay, at his option, equal to the amount of time involved in the activity, or two (2) hours, whichever is the greater.

Section 2. If an employee is required to attend any school, course of instruction or training session on his time off (e.g. not his regularly scheduled shift), the employee shall be granted compensatory time off, or pay, at his option, in an amount equal to the time involved in the training activities or two (2) hours, whichever is the greater.

Section 3. Any employee who attends any public relations or speaking activity, or any compulsory school, course of instruction or training session, as set forth above, which shall be at a location outside the City of Reading, shall be paid mileage, computed from the employee's duty station to the location of said activity and return, if a privately owned vehicle is used. However, this Section is not intended to entitle an employee to mileage compensation for use of his vehicle to travel to the firing range, K-9 kennels, horse stables or other similar Department of Police facilities near the City, to which an employee is routinely assigned for training or as part of his work assignment.

## **ARTICLE XXVI - MILITARY LEAVE**

Section 1. Any employee who is a member of any reserve component of the armed forces shall be granted leave of absence without loss of pay, not exceeding fifteen (15) days in any year during which he shall be engaged in active duty for training or other services of the United States or in field training ordered by his commanding officer or other competent military authority.

Section 2. If an employee is recalled to extended active duty, there shall be no break in seniority, for any purpose during the term of the active military duty.

## **ARTICLE XXVII - SUSPENSIONS AND DISCHARGE**

Section 1. Effective January 1, 2005, all police officers hired after that date shall have a probationary period of eighteen (18) months, which will include the first six months of their promotion to the position of Police Officer I. Any such probationary trainee or Police Officer I (during the first six (6) months of Police Officer I status only) may be terminated by the Department, and the termination of such employee shall not be subject to any just cause or other standard for discharge and the termination of such employee shall not be subject to the grievance and arbitration provisions of the collective bargaining agreement.

New police officer hires that have received their required certification (Act 120 or other similar training accepted by the City of Reading) and have been released from the academy shall only have a probationary period for 12 months starting the day of their initial FTO assignment. New hires that do not have their required certification (Act 120 or other similar training accepted by the City of Reading) shall be on probation for the full 18 month period, starting from their date of hire.

Section 2. Before any officer is suspended or discharged, he shall be provided with an explanation of the allegations against him and be given an opportunity to respond to them in a pre-disciplinary conference to be conducted by the Chief of Police or his designee. The officer shall have the right to be accompanied at the pre-disciplinary conference by a representative of the FOP. The Chief or his designee shall give advance notice of the conference to the FOP.

Section 3. Following the conclusion of the pre-disciplinary conference, and the completion of his investigation, the Chief of Police, or his designee, shall forward his recommendation with regard to any suspension or discharge to the Mayor. The officer and the FOP shall receive a copy of the recommendation.

Section 4. Following the Chief's recommendation to the Mayor, the officer shall have an opportunity to request a hearing before the Mayor, in cases of suspensions of less than 10 days, or City Council, in cases involving suspension of more than 10 days or discharge. The hearing shall be promptly scheduled before the Mayor or City Council, as the case may be, and a decision shall be rendered within 10 days of the close of the hearing. The officer may be represented at the hearing by counsel or by a representative of the FOP.

Section 5. The officer may appeal the Mayor's or Council's decision to step 3 of the grievance procedure in Article VI, or file an appeal in the Court of Common Pleas consistent with the provisions of the Third Class City Code and the Local Agency Law. The officer must elect his remedy, however, and shall not be permitted to pursue an appeal both in the grievance procedure and under the provisions of the Third Class City Code and the Local Agency Law. If the officer appeals the matter to the grievance

procedure, it shall constitute an express waiver of his right to appeal the suspension or discharge to the Common Pleas Court under the Third Class City Code and the Local Agency Law. If the officer files his appeal in the Common Pleas Court under the applicable provisions of the Third Class City Code and the Local Agency Law, it shall constitute an express waiver of his right to have the matter heard in grievance arbitration.

## **ARTICLE XXVIII - RESPONSIBILITY; VEHICLES AND EQUIPMENT**

Section 1. A committee of officers of the Department of Police will be formed to determine if an employee has committed gross negligence or willful and wanton misconduct which has resulted in damage to or loss of a motor vehicle for which the employee is responsible. Disciplinary action may be taken against the employee only after a report and recommendation is prepared and submitted by the committee, in which the committee determines that either gross negligence or willful or wanton misconduct is chargeable to the employee. In the event of loss or damage to issued equipment, other than vehicles, the committee must make its report and recommendation before any disciplinary action is taken against the employee responsible for the equipment.

Section 2. Said committee shall consist of three officers with one selected by the Lodge, the second selected by the Chief of Police and the third to be selected by the first two officers.

Section 3. Said committee shall conduct its investigation, interview witnesses and issue its recommendation as soon as practicable, it being the intent of the parties that the report be filed within thirty days, unless delayed for reasonable cause.

Section 4. The recommendation of said committee shall not be binding on either the employee or the City, and any disciplinary action or suspension shall be subject to review in accordance with the Grievance procedure, the Civil Service provisions of the Third Class City Code or the Local Agency Law, whichever is applicable.



## **ARTICLE XXIX - SAFETY**

Section 1. When any police vehicle has a body, mechanical or other defect which makes the vehicle unsafe to operate, the assigned employee has the obligation to report the defect to his supervisor. No employee shall be required to operate said vehicle until the defect has been properly corrected.

Section 2. If an employee refuses to operate a police vehicle which the employee feels to be unsafe, no threats or other actions shall be made against the employee for refusing to operate the vehicle.

Section 3. The foregoing provisions shall also apply to necessary safety devices on City-owned animals; e.g. reflective leg wraps for horses, if used during periods of darkness.

## **ARTICLE XXX - HIGHER RANK DUTY**

Section 1. Whenever an employee is directed to assume duties and responsibilities in a position in a higher rated classification for a period of more than five days in any calendar quarter, the employee shall be compensated at the higher rate of pay for all work in the higher rated classification.

Section 2. There shall be no disciplinary action taken against any employee who declines to perform temporary service in a higher rated classification, unless he is ordered to assume the position under exigent circumstances.

Section 3. Effective 1/1/07, remove the current Field Training Officer (FTO) pay. In its' place substitute Sergeant's pay while training. Court time shall be included while the individual is serving in the FTO capacity. Current full-time FTO's receive the full-time benefits are grandfathered in. FTO's will receive Sergeant's pay while in a training capacity and will not include positions where the primary duty is training.

## **ARTICLE XXXI - INDEMNIFICATION**

Section 1. If an action is commenced, or threatened, against an employee for conduct which falls within the purview of the Political Subdivision Tort Claims Act, Act of November 26, 1978, P.L. 1399, No. 330 (53 P.S. 5311.101 et seq.), the City shall promptly, diligently and effectively provide to said employee all the protections intended to be conferred by said Act.

Section 2. In the event that said Act is held to be unconstitutional, the parties agree to re-open this Agreement for the limited purpose of negotiating the protection from legal action to be afforded employees in lieu of the Act, if it is held to be unconstitutional in any material respect.

Section 3. The City and the Lodge shall within six (6) months from the date hereof, negotiate and execute a separate memorandum of understanding relating to the indemnification of employees for legal actions against employees which may not fall within the provision of the Act; for example, defamation, false arrest, false imprisonment, civil rights violations, criminal charges, etc.

Section 4. Whenever a civil rights lawsuit is served on the City (regardless of whether it is proper service on the individual officers), the matter shall be reported to the City's insurance carrier for assignment of counsel. The City will not handle litigation of these cases in-house. The City no longer distinguishes between cases brought by private counsel or unrepresented plaintiffs. Once counsel is assigned, that attorney has a full ethical duty to zealously represent his/her client(s).

## **ARTICLE XXXII - RESIDENCY**

Section 1. There shall be no requirement for any employee to reside within the City of Reading.

Section 2. All employees shall reside within Berks County, or if outside Berks County, within a twenty-five (25) mile radius of City Hall.

### **ARTICLE XXXIII - AUXILIARY POLICE**

Section 1. Auxiliary Police shall wear a uniform separate and distinct from the regular employees of the Department of Police.

Section 2. Auxiliary Police shall be utilized only in strict compliance with provisions of Act of January 14, 1952, P.L. (1951) 2016 (53 P.S. 731-737).

## **ARTICLE XXXIV - MISCELLANEOUS PROVISIONS**

Section 1. Employees shall be accorded the basic right of privacy in their personal belongings and lockers. No indiscriminate search of personal belongings or lockers shall be conducted. Any search of an employee's personal belongings or locker shall be conducted in the presence of the employee's immediate superior and the employee shall be notified of the search no later than the end of the shift, if the employee is on duty, or if not on duty, at the commencement of his next shift of duty.

Section 2. No technograph or monitoring device such as a tape recorder shall be installed in any police vehicle, upon the body of any person, or in any of the offices of the Department of Police without the knowledge of the individuals who are to be monitored. Provided however, that such a device upon the person of another employee, without the knowledge of the employee being monitored, will not be considered a violation of this section if the person begin monitored is the subject of an investigation of specific, suspected criminal acts and an Order of Court is first obtained allowing the use of said device in accordance with the Pennsylvania Wiretapping and Electronic Surveillance Control Act (Act of October 4, 1978, P.L. 831, No. 164; 18 Pa. C.S.A. 5701 et seq.)

Section 3. If an employee is required to submit to a polygraph examination, the employee may obtain a second examination, at his expense, which shall be considered by the City, along with the first examination.

SIGNATURE PAGE

IN WHEREOF, the parties have caused this Agreement to be duly executed the \_\_\_\_\_  
day of \_\_\_\_\_.

FRATERNAL ORDER OF POLICE  
LODGE #9

CITY OF READING

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
MAYOR

Attest:

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
City Clerk

## **APPENDIX "A"**

### **POLICE SALARIES 2012-2016**

Annual Salaries for Officers Hired Before January 1, 2012

Officers do not get pay step increase until their anniversary date in 2015

	1/1/2012	1/1/2013	1/1/2014	1/1/2015	1/1/2016
Captain	\$84,010.00	\$84,010.00	\$84,010.00	\$85,690.20	\$87,404.00
Lieutenant	\$74,050.49	\$74,050.49	\$74,050.49	\$75,531.50	\$77,042.13
Sergeant	\$70,219.51	\$70,219.51	\$70,219.51	\$71,623.90	\$73,056.38
Criminal Investigator	\$67,850.19	\$67,850.19	\$67,850.19	\$69,207.19	\$70,591.34
Police Officer/FTO	\$65,428.11	\$65,428.11	\$65,428.11	\$66,736.67	\$68,071.41
Police Officer III	\$63,918.37	\$63,918.37	\$63,918.37	\$65,196.74	\$66,500.67
Police Officer II	\$62,346.69	\$62,346.69	\$62,346.69	\$63,593.62	\$64,865.50
Police Officer I	\$61,131.42	\$61,131.42	\$61,131.42	\$62,354.05	\$63,601.13
Police Officer Trainee	\$57,674.76	\$57,674.76	\$57,674.76	\$58,828.26	\$60,004.82

Annual Salaries for Officers Hired After December 31, 2011

Officers get pay step increase on their hiring anniversary date each year

	1/1/2012	1/1/2013	1/1/2014	1/1/2015	1/1/2016
Police Officer V	N/A	N/A	N/A	N/A	N/A
Police Officer IV	N/A	N/A	N/A	N/A	\$63,176.00
Police Officer III	N/A	N/A	N/A	\$59,981.00	\$61,181.00
Police Officer II	N/A	N/A	\$54,331.00	\$55,417.62	\$56,525.97
Police Officer I	N/A	\$49,856.00	\$49,856.00	\$50,853.12	\$51,870.18
Police Officer Trainee	\$44,743.00	\$44,743.00	\$44,743.00	\$45,637.86	\$46,550.62



BILL NO. \_\_\_\_\_-2013

AN ORDINANCE

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A LEASE AGREEMENT BETWEEN THE CITY OF READING AND WFMZ FOR THE LEASE OF A PORTION OF THE "WEEU BUILDING" FOR THE INSTALLATION OF A TRANSMITTER ON THE EXISTING TOWER

WHEREAS, the City of Reading desires to enter into an agreement to lease a portion of the building erected thereon designated as the "Kitchen" in the "WEEU Building," located in Lower Alsace Township on the easterly side of Skyline Boulevard, in the County of Berks and Commonwealth of Pennsylvania, which was formerly leased to WITF under a 1999 lease agreement.

WHEREAS, WFMZ desires to lease the property to increase the provide tower height for its current antennae to increase coverage of live news events in the City and to improve its TV translator to provide free over-the-air television coverage to residents of the City of Reading; and

WHEREAS, WFMZ will produce for the City two promotional commercials highlighting positive developments in the City, as explained in Attachment A of the lease attached as Exhibit A;

WHEREAS, the Mayor, is authorized and directed to execute, under the seal of the City of Reading, attested to by the City Clerk, a Lease Agreement for the City of Reading; and

NOW, THEREFORE THE COUNCIL OF THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

SECTION 1. The Agreement of Lease between the City of Reading and WFMZ attached as Exhibit A, is hereby approved.

SECTION 2. The Mayor, Vaughn Spencer, is authorized and directed to execute, under the seal of the City of Reading, attested to by the City Clerk, a Lease Agreement between the City of Reading and WFMZ for portion of the building erected thereon designated as the "Kitchen" in the "WEEU Building," located in Lower Alsace Township on the easterly side of Skyline Boulevard, in the County of Berks and Commonwealth of Pennsylvania.

SECTION 3. This Ordinance will become effective in ten (10) days, in accordance with Charter Section 219.

Enacted \_\_\_\_\_, 2013

\_\_\_\_\_  
President of Council

Attest:

\_\_\_\_\_  
City Clerk

(LAW DEPT.)

Submitted to Mayor: \_\_\_\_\_

Date: \_\_\_\_\_

Received by the Mayor's Office: \_\_\_\_\_

Date: \_\_\_\_\_

Approved by Mayor: \_\_\_\_\_

Date: \_\_\_\_\_

Vetoed by Mayor: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT A**

Attachment A

May 1, 2013

City of Reading  
815 Washington Street  
Reading, PA 19601-3690

WFMZ-TV Tower Lease Agreement Payment

Background:

WFMZ-TV provides extensive news coverage and programming to the citizens of Reading and the surrounding area. To continue bringing live news coverage to the region, it is important for the station to have a stable transmission tower for its electronic news gathering operations.

WFMZ-TV also seeks to place a TV translator on the tower to provide free over-the air TV signals from WFMZ-TV to the downtown residents of Reading. Mt Penn blocks over-the-air signals from some citizens of Reading, and via this tower agreement, WFMZ-TV will be able to provide this additional service to the citizens.

#### Payment Terms

WFMZ-TV will pay a total of Twenty Thousand Dollars (\$20,000) for the 10 year term of the initial term of the lease payable in annual installments of Two Thousand Dollars (\$2,000) at the beginning of each lease year.

#### LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made this \_\_\_\_ day of \_\_\_\_\_, 2012, by and between: the CITY OF READING, a third-class city organized and existing under the laws of the Commonwealth of Pennsylvania, hereafter called "Lessor;" and Maranatha Broadcasting Company, Inc., d/b/a WFMZ-TV Channel 69, a Pennsylvania business corporation with offices at 225 Court Street, Reading, Pennsylvania, hereinafter called "Lessee."

#### WITNESSETH

WHEREAS, Lessee is desirous of leasing the Premises (as defined herein) from Lessor, and Lessor is desirous of leasing the same to Lessee, upon the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Grant of Lease. Lessor hereby leases to Lessee, and Lessee leases the same from Lessor, a certain tract of land, together with the portion of the building erected thereon designated as the "Kitchen" in the "WEEU Building," located in Lower Alsace Township on the easterly side of Skyline Boulevard, in the County of Berks and Commonwealth of Pennsylvania, and being more fully described and designated by the

City Engineer by plan and description (the "Premises"). For the avoidance of doubt, the Premises includes that certain portion of land leased and used by WITF, Inc. pursuant to that certain Lease Agreement dated November 3, 1999. A sketch showing an approximate rendering of the Premises is attached hereto as **Exhibit A**.

2. **Rent**. Lessor hereby leases the Premises to Lessor for the term in exchange for an annual advertising contract as outlined in that certain letter hereto as **Exhibit B**.

3. **Term**. The initial term of this Lease will commence on \_\_\_\_\_, 2012 and will continue until 12:00 AM, EST, on \_\_\_\_\_, 2022 (sometimes hereinafter referred to as the "initial term." Lessee will have the option of extending the term of this Lease for not more than two (2) additional five (5) year terms upon the same terms and conditions set forth herein (each, an "option term"). In the event Lessee does not desire to lease the Premises for one (1) or both option terms, Lessee must provide Lessor with written notice of Lessee's intent to terminate the Lease upon the expiration of the current term not less than ninety (90) days prior to the expiration of the said term. Hereinafter, "term" will collectively refer to the initial term and both option terms.

4. **Utilities**. Lessee will be solely responsible to obtain and pay for all of its utility needs for the Premises.

5. **Use of Premises**. Lessee will only use the Premises for the purpose of installing, maintaining and operating radio and television equipment, including towers, antennae and accessory structures, for radio and television programming.

6. **New Tower; Trade Fixtures**. Lessor acknowledges and understands that Lessee intends to replace the tower that currently exists on the Premises. All equipment installed on the Premises by Lessee are trade fixtures, will remain the personal property of Lessee and will not become fixtures by reason of their annexation to the Premises.

7. **Maintenance; Insurance**. Lessees will be responsible for insuring, maintaining, repairing and replacing all of its equipment located upon the Premises, including the tower. Lessor will be responsible for maintenance, repair and replacement to the grounds, including the grass, driveway, sidewalks and parking lot, if any. Lessor will be responsible for the maintenance, repair and replacement of any other structure on the Premises excluding Lessee's equipment.

8. **Indemnification**.

a. Lessee agrees to indemnify and hold harmless Lessor from and against any and all liability, loss, cost, damage, and expense from claims, demands and causes of action for injury to any person or damage to any property arising out of the use by Lessee of the Premises, including without limitation, by reason of its equipment located on the Premises.

b. Lessor agrees to indemnify and hold harmless Lessee from and against any and all liability, loss, cost, damage, and expense from claims, demands and causes of action for injury to any person or damage to any property arising out of Lessor's responsibility to maintain, replace and repair the grounds and structures located on the Premises, as set forth in Section 7, above.

9. Holdover Tenancy. If, after expiration of the term of this Lease, and provided Lessor does not object, Lessee continues to use the Premises, the term of this Lease will become a month-to-month lease upon the same terms and conditions set forth herein.

10. Removal of Equipment. Within sixty (60) days after the termination of this Lease for any reason, Lessee will remove its equipment from the Premises and will restore the Premises to the condition that existed immediately prior to the execution of this Lease; provided, however, Lessee will not be obligated to reconstruct the tower that Lessee intends to replace. Lessee or its designees, employees or agents will be permitted the right to ingress, egress and regress over the Premises during the aforementioned sixty (60) day period for the purpose of removing its equipment and restoring the Premises as set forth in this Section 10.

11. No Interference. Lessee agrees that in the operation of its communications station located on the Premises, it will not interfere with the transmission of or the reception of messages which are broadcast by Lessor's police broadcasting station or any other tenants of Lessor presently leasing property from Lessor for similar transmission stations and that the Lessor herein shall have a right to terminate such transmission in the event it determines that the use of the Premises is unduly interfering with the other tenants' right to operate their transmission stations.

12. Miscellaneous.

a. Binding Agreement. This Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

b. Counterparts. This Lease may be executed in counterparts, each of which, for all purposes, shall be deemed to constitute an original and all of which counterparts, when taken together, shall be deemed to constitute one and the same agreement. Delivery of signatures by facsimile or pdf file (or similar scanned computer file) shall be deemed delivery of originals. A facsimile copy, photostatic copy or other copy showing an exact likeness of the original signatures of the parties hereto shall be deemed an original for all purposes.

c. Entire Agreement. This Lease states the entire understanding reached between the parties hereto with respect to the transactions contemplated hereby and supersede all prior or contemporaneous agreements, understandings,

representations and warranties between the parties, and may not be amended except by written instrument executed by the parties hereto.

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Lease the day and year first above written.

MARANATHA BROADCASTING  
COMPANY, INC.

CITY OF READING

By: \_\_\_\_\_  
Barry Fisher, President

By: \_\_\_\_\_  
Vaughn Spencer, Mayor

Attest:

\_\_\_\_\_  
Linda Kelleher, City Clerk

**TO:** City Council  
**FROM:** Shelly Katzenmoyer, Deputy City Clerk  
**PREPARED BY:** Shelly Katzenmoyer, Deputy City Clerk  
**MEETING DATE:** June 24, 2013  
**AGENDA MEMO DATE:** June 5, 2013  
**RECOMMENDED ACTION:** Amending Park and Recreation Rental Fees

### **RECOMMENDATION**

The Recreation Commission recommends amending the park and recreation rental fees.

### **BACKGROUND**

The Business Analyst is currently reviewing the Special Event permit procedure. During this review it was discovered that the Recreation Commission has begun using an updated rental fee schedule. This amendment would make the City's fee schedule consistent with those fees recommended by the Recreation Commission.

The rental fees for the bandshell and pagoda are not affected by this amendment as they are not overseen by the Recreation Commission.

The Commission recommends adding fees for basketball tournaments at 3<sup>rd</sup> & Spruce and 11<sup>th</sup> & Pike. There is also a separate rental fee for the pavilion at 3<sup>rd</sup> & Spruce and fees to rent the tennis courts at Hampden Park.

You will also notice delineation in rental fees for residents, non-profits, schools, non-residents, and for-profit businesses and organizations.

### **BUDGETARY IMPACT**

None – rental fees for these facilities are now budgeted to the Recreation Commission to further the programming offered by the Commission.

### **PREVIOUS ACTIONS**

None

### **SUBSEQUENT ACTION**

Formal action by Council is needed to amend the fee schedule.

### **RECOMMENDATION**

The recommendation is that City Council approves the recommendation of the Recreation Commission regarding these fee increases.

### **RECOMMENDED BY**

Recreation Commission

### **RECOMMENDED MOTION**

To approve the Recreation Commission's recommendation that the fee schedule of the City of Reading be amended to reflect current fees.

**BILL NO.**

**AN ORDINANCE**

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF READING, BERKS COUNTY, PENNSYLVANIA, FEE SCHEDULE, ADMINISTRATIVE FEES, PUBLIC WORKS DEPARTMENT, PARKS AND RECREATION FEES.**

**THE CITY OF READING CITY COUNCIL HEREBY ORDAINS AS FOLLOWS:**

**SECTION 1:** The Code of Ordinances of the City of Reading, Berks County, Pennsylvania, Fee Schedule, Administrative Fees, Public Works Department, Parks and Recreation Fees shall be and is hereby amended and shall hereafter be set forth as attached hereto and made a part here.

**SECTION 2:** All other items, parts, sections, etc. of the Code of Ordinances of the City of Reading, Berks County, Pennsylvania, which are contrary to the amended chart attached as Exhibit A are hereby repealed; otherwise all other parts, sections, etc. of said Code and Chapter shall remain in effect unchanged and likewise are ratified.

**SECTION 3:** This ordinance shall be effective ten (10) days after its adoption and approval by the Mayor, in accordance with Section 219 of the City of Reading Home Rule Charter.

Enacted \_\_\_\_\_, 2013

\_\_\_\_\_  
President of Council

Attest:

\_\_\_\_\_  
City Clerk

(Recreation Commission/Business Analyst)

Submitted to Mayor: \_\_\_\_\_

Date: \_\_\_\_\_

Received by the Mayor's Office: \_\_\_\_\_

Date: \_\_\_\_\_

Approved by Mayor: \_\_\_\_\_

Date: \_\_\_\_\_

Vetoed by Mayor: \_\_\_\_\_

Date: \_\_\_\_\_



Item	Old City Fee	CITY			City For-profit Non-resident	Deposit	N
		RESIDENT	NON-PROFIT	SCHOOLS			
<b>Pendora Fieldhouse</b> (6 hours)	\$180.00	\$175.00	\$175.00	\$175.00	\$225.00	equal to rental fee	
additional hours over 6	n/a	25.00 P/H	25.00 P/H	25.00 P/H	\$25.00 per hour	equal to rental fee	
<b>Schlegel Fieldhouse</b> (6 hours)	\$180.00	\$125.00	\$125.00	\$125.00	\$175.00	equal to rental fee	
additional hours over 6	n/a	25.00 P/H	25.00 P/H	25.00 P/H	\$25.00 per hour	equal to rental fee	
<b>3rd and Spruce Gym</b> (minimum 2 hour rentals only)	200.00 (2-3 hrs)	35.00P/H	35.00P/H	20.00P/H	75.00P/H	equal to rental fee	during normal v
	n/a	50.00P/H	50.00P/H	50.00P/H	90.00P/H	equal to rental fee	outside normal
<b>Tournaments (3rd and Spruce)</b>	n/a	50.00P/H	50.00P/H	50.00P/H	90.00P/H	equal to rental fee	
(minimum 6 hours up to 12 per day)							
<b>11th and Pike Gym</b> (minimum 2 hour rentals only)	150.00 (2-3 hrs)	25.00P/H	25.00P/H	15.00P/H	65.00P/H	equal to rental fee	during normal v
	n/a	40.00P/H	40.00P/H	40.00P/H	80.00P/H	equal to rental fee	outside normal
Tournaments (Pike) (minimum 6 hours up to 12	n/a	40.00P/H	40.00P/H	40.00P/H	80.00P/H	equal to rental fee	

per day)

Large Pavilions	\$100 (6 hours)	150.00*	150.00*	150.00*	200.00*	equal to rental fee	*includes \$50.00
Small pavilions	\$50 (6 hours)	\$50.00	\$50.00	\$50.00	\$100.00	equal to rental fee	
3rd and Spruce Pavilion	\$50.00	\$100.00	\$100.00	\$100.00	150.00*	equal to rental fee	*includes \$50.00
Ball field Rentals	(2) hours before 8PM \$20.00	10	10	10**	20		**Community lieu of fees at a hour or 1/2 of t donation Scholar
(minimum 2 hours)	(2) hours after 8PM \$30.00	25*	25*	25*	35		*includes electr
Tennis Courts	n/a	5P/H	5P/H	5P/H	10P/H		
Basketball courts with lights	n/a	10.00P/H	10.00P/H	10.00P/H	20.00P/H	equal to rental fee	
		25	25	25	35.00P/H		exception City l

**BILL NO. \_\_\_\_\_ - 2013**

**AN ORDINANCE**

**AN ORDINANCE REQUESTING FUNDING IN THE AMOUNT OF \$20,000  
FOR THE CHARTER REVIEW COMMISSION.**

THE CITY OF READING CITY COUNCIL HEREBY ORDAINS AS FOLLOWS:

SECTION 1. Authorizing the budgetary transfer of \$20,000 from the General Fund Contingency account (#01-14-91-4739) to a Charter Review Commission line item for support of the Charter Review Commission.

SECTION 2. This ordinance shall become effective ten (10) days after its adoption, in accordance with Sections 219 & 221 of the City of Reading Home Rule Charter.

Enacted \_\_\_\_\_, 2013

\_\_\_\_\_  
President of Council

**Attest:**

\_\_\_\_\_  
City Clerk

Submitted to Mayor: \_\_\_\_\_

Date: \_\_\_\_\_

Received by the Mayor's Office: \_\_\_\_\_

Date: \_\_\_\_\_

Approved by Mayor: \_\_\_\_\_

Date: \_\_\_\_\_

**BILL NO. \_\_\_\_\_-2013**  
**A N O R D I N A N C E**

**VACATING AND REMOVING FROM THE TOPOGRAPHICAL SURVEY OF THE CITY OF READING, A PORTION OF MOSS STREET AS DESCRIBED IN ATTACHED EXHIBIT "A".**

**WHEREAS**, The City of Reading deems it expedient for the public good to vacate and remove from the topographical survey of the City of Reading a portion of Moss Street, Reading, Berks County, Pennsylvania,

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:**

**SECTION 1.** As described in attached Exhibit "A" and containing in area twenty-three thousand four hundred three square feet (23,403 sq.ft.) of land, the same hereby is vacated and removed from the topographical survey of the City of Reading.

**SECTION 2.** The Director of the Department of Public Works, the City Engineer be and he is hereby authorized and directed to enter and record the above-described change in the topographical book of streets in the Department of Public Works.

**SECTION 3.** The City Solicitor is authorized and directed to take such further steps in court or elsewhere as may be necessary to carry out the provisions of this Ordinance.

**SECTION 4.** All Ordinances or parts of Ordinances conflicting with the provisions of this Ordinance are hereby repealed, insofar as they are inconsistent with this Ordinance.

**SECTION 5.** This Ordinance shall become effective within ten (10) days of the date of passage and approval by the Mayor or override of the Mayor's veto.

Enacted \_\_\_\_\_, 2013

\_\_\_\_\_  
President of Council

Attest:

\_\_\_\_\_  
City Clerk

(LAW DEPT.)

Submitted to Mayor: \_\_\_\_\_

Date: \_\_\_\_\_

Received by the Mayor's Office: \_\_\_\_\_

Date: \_\_\_\_\_

Approved by Mayor: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT "A"**

ALL THAT CERTAIN tract or strip of ground being known as Moss Street, being 60 ft. wide, from the northern building line of Bern Street to the northern property line of lands of Reading Area Water Authority, situate in the City of Reading, Berks County, Pennsylvania, and being more fully bounded and described as follows, To Wit:

BEGINNING at a point on the northern building line of Bern Street (60 ft. wide) and the western building line of Moss Street;

Thence leaving Bern Street and along the western building line of Moss Street and along lands of Reading Area Water Authority, North 04 degrees 05 minutes 12 seconds East, 390.04 feet to a point, a corner of lands of Angela Carmello;

Thence crossing Moss Street, South 85 degrees 56 minutes 33 seconds East, 60.00 feet to a point on the eastern building line of Moss Street and in line of lands of the City of Reading;

Thence along the eastern building line of Moss Street and along lands of the City of Reading, South 04 degrees 05 minutes 12 seconds West, 390.07 feet to a point on the northern building line of Bern Street;

Thence along the northern building line of Bern Street, North 85 degrees 54 minutes 48 seconds West, 60.00 feet to the Place of Beginning.

CONTAINING: 23,403 Square Feet

**BILL NO. \_\_\_\_\_ - 2013**  
**AN ORDINANCE**

**AMENDING CHAPTER 1, PART 7 FIRE ESCROW PROCEEDS, OF THE CODIFIED ORDINANCES OF THE CITY OF READING BY ADDING REQUIREMENTS REGARDING THE REHABILITATION OR DEMOLITION OF FIRE DAMAGED PROPERTIES AND RENUMBERING AS REQUIRED.**

THE COUNCIL OF THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

**SECTION 1.** Amending Chapter 1, Part 7 Fire Escrow Proceeds, of the Codified Ordinances of the City of Reading by adding requirements regarding the rehabilitation or demolition of fire damaged properties and renumbering as required is hereby amended as attached in Exhibit A.

**SECTION 2:** All relevant ordinances, regulations and policies of the City of Reading, Pennsylvania not amended per the attached shall remain in full force and effect.

**SECTION 3:** If any section, subsection, sentence or clause of this ordinance is held for any reason to be invalid such decision shall not affect the validity of the remaining portions of the Ordinance.

**SECTION 4:** This Ordinance shall become effective in ten (10) days after passage.

Enacted \_\_\_\_\_, 2013

\_\_\_\_\_  
Council President

Attest:

\_\_\_\_\_  
City Clerk

(Council Staff & Fire Escrow Work Group)

Submitted to Mayor: \_\_\_\_\_

Date: \_\_\_\_\_

Received by the Mayor's Office: \_\_\_\_\_

Date: \_\_\_\_\_

Approved by Mayor: \_\_\_\_\_

Date: \_\_\_\_\_

Vetoed by Mayor: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A

### CHAPTER 1 - Administration

#### PART 7 FIRE INSURANCE PROCEEDS

A. Fire Insurance Proceeds Escrow Procedures.

§1-701. Municipal Officer; Definitions.

1. The Director of the Department of Finance ~~Administration~~ **Administration** or his designee (hereafter, the "Municipal Officer") is hereby appointed as the designated officer who is authorized to carry out all responsibilities and duties of the City stated herein. [Ord. 8-1996]

2. A fire loss or claim for fire damage is defined as any loss occurring after the effective date of this Part and covered under a policy of fire insurance, including any endorsements or riders to the policy.

3. The Fire Insurance Escrow Act (herein "the Act") refers to the Insurance Company Law of 1921 as amended by Act 98 of 1992 and Act 93 of 1994<sup>83</sup>, and adopted by the City of Reading Pursuant to Ord. 7-1995.

(Ord. 6-1995, 2/1/1995, Art. 1; as amended by Ord. 8-1996, 2/26/1996, §2)

§1-702. Payment of Claims.

1. No insurance company, association or exchange (hereinafter the "insurer") doing business in the Commonwealth of Pennsylvania shall pay a claim of a named insured for fire damage to a structure located within the City of Reading (hereinafter the "Municipality") where the amount recoverable for the fire loss to the structure under all policies exceeds \$7,500, unless the insurer is furnished by the Municipal Officer with a municipal certificate pursuant to §508(b) of the Act and unless there is compliance with §§508(c) and (d) and the provisions of Ord. 7-1995 [Part 7B], ~~enacted contemporaneously herewith~~ dealing with payment of delinquent taxes.

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<sup>83</sup> 40 P.S. § 638.

2. After full compliance with the requirements of §508(b)(1)(I) of the Act and Ord. 7-1995 [Part 7B], the insurer shall pay the claim of the named insured, provided however, that if the loss is agreed upon by the named insured and the insurer equals or exceeds 60% of the aggregate limits of liability on all fire policies covering the building structure, the following procedures shall be followed:

A. The insurer shall transfer from the insurance proceeds to the Municipal Officer the aggregate of \$2,000 for each \$15,000 of a claim and for each fraction of that amount of a claim, provided subsection (1) that this Section is to be applied such that if the claim is \$15,000 or less, the amount transferred to the City shall be \$2,000; and (2) that, if at the time of a loss report the named insured has submitted a contractor's signed estimate of the costs of removing, repairing or securing the building or other structure in an amount less than the amount calculated under the foregoing transfer formula, the insurer shall transfer to the City from the insurance proceeds the amount based upon the estimate.

B. The transfer of proceeds shall be on *pro rata* basis by all companies, associations or exchanges insuring the building or other structure. Policy proceeds remaining after the transfer to the City shall be disbursed in accordance with the policy terms.

3. After the transfer, the named insured may submit a *licensed* contractor's signed estimate of the costs of removing, repairing or securing the building or other structure, and the designated officer shall return the amount of the funds transferred to the City in excess of the estimate to the named insured, if the City has not commenced to remove, repair or secure the building or other structure.

4. Upon receipt of proceeds under this Section, the City shall do the following:

A. The Municipal Officer shall place the proceeds in the separate fund to be used solely as security against the total costs of removing, repairing, or securing the building or structure which are incurred by the City, ~~Such costs shall include, without limitation~~ including, but not limited to, any engineering, legal or administrative costs incurred by the City in connection with such removal, repair or securing of the building or any inspections or proceedings related thereto.

B. It is the obligation of the insurer when transferring the proceeds to provide the City with the name and address of the named insured. Upon receipt of the transferred funds and the name and address of the named insured, the Municipal Officer shall contact the named insured, certify that the proceeds have been received by the City and notify the named insured that the procedures under this subsection shall be followed. *If the insured transfers title to the property or assigns the escrow to a new*



*owner, the original insured shall notify the City about the title transfer or assignment within 30 days of the transfer or assignment.*

*C. The named insured shall have two (2) years from the date the City provides the notice required under Section 4(B) to complete the rehabilitation of the property, with a one (1) year extension available after receiving written approval from the City's Fire Marshal and Chief Building Inspector. If the insured chooses demolition rather than rehabilitation, he shall have six (6) months to complete the demolition, which includes clearing all debris.*

**E D.** When repairs, removal or securing of the building or other structure have been completed in accordance with all applicable regulations and orders of the City and the required proof of such completion received by the Municipal Officer, and if the City has not incurred any costs for repairs, removal or securing, the fund shall be returned to the named insured. If the City has incurred costs for repairs, removal or securing of the building or other structure, the costs shall be paid from the fund and, if excess funds remain, the City shall transfer the remaining funds to the named insured.

E. To the extent that interest is earned on proceeds held by the City pursuant to this Section, and retained by it, such interest shall belong to the City. To the extent that proceeds are returned to the named insured, interest earned on such proceeds shall be distributed to the named insured at the time that the proceeds are returned.

*F. Prior to the release of any funds under Section D, the property must be inspected by a City of Reading Building Code inspector and an inspector from the Office of the Fire Marshal who shall certify that all the required work has been done to repair, remove and/or secure the property. No property shall be considered repaired, removed or secured unless both the exterior and interior of the property meet the minimum standards for safety under and all City, State and Federal laws and regulations, including but not limited to, the Pennsylvania Uniform Construction Code as adopted and amended by the City of Reading, the City of Reading Property Maintenance Code, and the Fire Prevention Code of the City of Reading.*

5. Nothing in this Section shall be construed to limit the ability of the City to recover any deficiency. Furthermore, nothing in this Part shall be construed to prohibit the City and the named insured from entering into an agreement that permits the transfer of funds to the named insured if some other reasonable disposition of the damaged property has been negotiated.

6. ~~Shall provide~~ The City of Reading may adopt procedures and regulations to implement the provisions of this Part and may by ordinance fix reasonable fees to be charged for municipal

activities and services provided pursuant to this Part; including but not limited to, issuance of certificates and bills, performance of inspections and opening separate fund accounts.  
(*Ord. 6-1995, 2/1/1995, Art. 2; as amended by Ord. 14-2001, 5/29/2001*)

**§1-703. Adoption of Procedures and Regulations.**

The City of Reading may by ordinance adopt procedures and regulations to implement §508 and this Part and may by resolution fix reasonable fees to be charged for municipal activities or services provided pursuant to §508 and this Part; including but not limited to issuance of certificates and bills, performance of inspections and opening separate fund accounts.  
(*Ord. 6-1995, 2/1/1995, Art. 3; as amended by Ord. 14-2001, 5/29/2001*)

**§1-704. Penalties.**

Any owner of property, any named insured or any insurer who violates this Part shall be, upon conviction thereof, sentenced to pay a fine of not more than \$1,000 plus costs and, in default of payment of said fine and costs, to a term of imprisonment not to exceed 30 days.  
(*Ord. 6-1995, 2/1/1995, Art. 4; as amended by Ord. 14-2001, 5/29/2001*)